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MAR 7 1985 - 11 25 AM

RAILBOX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

14586/K
INTERSTATE COMMERCE COMMISSION
REGISTRATION NO. FORM 1425

March 6, 1985

MAR 7 1985 - 11 25 AM

INTERSTATE COMMERCE COMMISSION 5-066A027

Honorable James H. Bayne
Secretary
Interstate Commerce Commission
Washington, DC 20427

No. MAR 7 1985
100.00

Dear Mr. Bayne:

Submitted herewith for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder are an executed original and four verified true copies of each of the following documents:

- New Rec. No. -A
1. Conditional Sale Agreement dated as of January 1, 1985 (the "CSA"), a primary document; and
 2. A related Assignment Agreement (the "Assignment Agreement") dated as of January 1, 1985, a secondary document.

Certain of the parties to this transaction are as follows:

Railbox Company ("Railbox") - Vendor/Assignor
101 North Wacker Drive
Chicago, Illinois 60606

Canadian National Railways
("Canadian National") - Vendee
935 de La Gauchetiere West Street
Montreal, Quebec, Canada H3B 2M9

Mercantile Safe Deposit & Trust Company
("Mercantile") as Agents, ETC Trustees,
as Agent for the ETC Trustees and the
Agents and as Assignee
Two Hopkins Plaza
Baltimore, Maryland 21203

The CSA and the Assignment Agreement relate to certain agreements entered into by and among Railbox, Mercantile and certain other parties therein identified, as follows:

1. Railbox entered into seven separate equipment trust agreements with Mercantile providing for the acquisition

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See Page 3
for Cross-indexing
August
E. L. Green - B. W. Brown

by Railbox of certain railroad boxcars from Mercantile, which equipment trust agreements have been filed and recorded with the Interstate Commerce Commission as follows:

<u>Agreement</u>	<u>Dates</u>	<u>Recordation No. & Date</u>
Equipment Trust, Series 1	3/1/78	9327, filed 4/17/78
Equipment Trust, Series 2	6/1/78	9597, filed 7/25/78
Equipment Trust, Series 3	7/1/78	9640, filed 8/14/78
Equipment Trust, Series 4	11/1/78	9947, filed 12/27/78
Equipment Trust, Series 5	6/1/79	10639, filed 7/18/79
Equipment Trust, Series 6A	3/1/80	11630, filed 4/07/80
Equipment Trust, Series 6B	3/1/80	11631, filed 4/07/80

2. Railbox, Mercantile and certain other parties identified therein entered into an Override and Security Agreement dated as of January 1, 1984 filed with the Interstate Commerce Commission on November 14, 1984, Recordation No. 14473.
3. Railbox, Mercantile and certain other parties identified therein entered into a Railbox Security Agreement dated as of January 1, 1984 filed with the Interstate Commerce Commission on November 14, 1984, Recordation No. 14474.

Pursuant to the terms of the CSA, Railbox has agreed to sell to Canadian National 1600, 50 foot, 6 inch, 70 ton capacity general service boxcars. Each of these boxcars is subject to security interests created by the applicable document referred to in paragraph 1, and the documents referred to in paragraphs 2 and 3 above. Pursuant to the Assignment Agreement, Railbox has agreed to assign, for security purposes, all of its rights, title and interest in, to and under the CSA to Mercantile and certain other parties identified in the Assignment Agreement.

Attached hereto as Schedule A is a statement of the car numbers for 1101 of the boxcars identified in the agreements referred to in paragraphs 1, 2 and 3 above (old numbers), together with a listing of the new road numbers applied thereto pursuant to Schedule B of the CSA. 499 additional boxcars, to be taken from certain of the agreements listed in paragraph 1 above, will be transferred, sold and renumbered in accordance with the terms of the CSA subsequent to the date hereof. When this process has been completed, amendments to the relevant agreements referred to in paragraphs 1, 2 and 3 above will be executed by the parties and will be submitted to the I.C.C. for filing and recording under 49 U.S.C. Section 11303(a).

James H. Bayne
March 6, 1985
Page 3

→ Please cross index the instant filings to and under the nine recordation numbers listed in paragraphs 1, 2 and 3 above, namely to and under the following recordation numbers:

9327
9597
9640
9947
10639
11630
11631
14473
14474

Enclosed is a check in the amount of \$100.00, \$10.00 of which covers the filing fee for the enclosed CSA and Assignment, and \$90.00 of which is for the nine requested cross-indexings. There have been no prior recordation numbers issued with respect to the CSA and the Assignment Agreement being filed.

A short summary of the CSA and the Assignment Agreement to appear in the Index is as follows:

"1600 50'6" 70 ton boxcars, new numbers CNA 419000-419599 and CNA 553000-553999, see Schedule A to transmittal letter for old numbers."

Once the filings have been made, please keep one copy of each document for your files and return to bearer the remaining stamped counterparts, together with the fee receipt, the letter from the I.C.C. acknowledging filing and four extra copies of this letter of transmittal.

Very truly yours,



T. D. Marion
Assistant Treasurer &
Director of Equipment Financing

TDM:kkt

and report what has been done, with the aid of the
and the fact that the Government is not a

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Interstate Commerce Commission
Washington, D.C. 20423

3/7/85

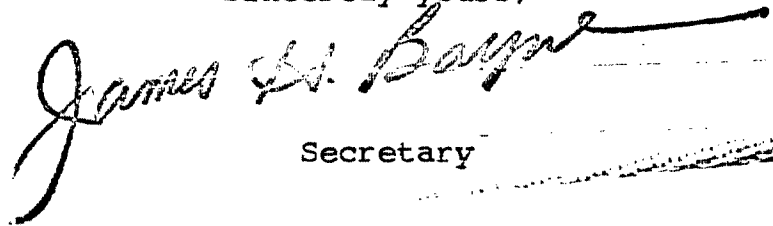
OFFICE OF THE SECRETARY

T.D. Marion
Assist. Treasurer & Director of
Equipment Financing
Railbox Company
101 North Wacker Drive
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/7/85 at 11:25am and assigned recordation number(s). 14586 & 14586-A

Sincerely yours,


Secretary

Enclosure(s)

14588
MAR 7 1985 11 25 AM

ACKNOWLEDGEMENT COPY

CONDITIONAL SALE AGREEMENT, dated as of January 1, 1985, between Railbox Company, a Delaware corporation ("Vendor"), and Canadian National Railway Company, a Canadian corporation ("Vendee"), Mercantile-Safe Deposit and Trust Company, a Maryland banking corporation and the parties listed on Schedule A hereto.

WHEREAS Vendor wishes to sell and Vendee wishes to purchase the Equipment (as hereinafter defined); and

WHEREAS Vendor and Vendee are entering into this Agreement to provide for, among other things, Vendee's payment for the Equipment and the transfer of title to Vendee upon payment of the Purchase Price (as hereinafter defined); and

WHEREAS, Vendor acquired the Equipment by entering into certain Equipment Trust Agreements (the "ETAs") between Vendor and Mercantile-Safe Deposit and Trust Company, as trustee (the "Trustee"); and

WHEREAS, Vendor has entered into certain long-term lease obligations with the investors listed on Schedule A hereto, as owners and owner-trustees (the "Owners"), among others; and

WHEREAS, Vendor has entered into that certain Override and Security Agreement (the "OSA") dated as of January 1, 1984, between Vendor, the Owners, and Mercantile-Safe Deposit and Trust Company, as lender-trustee (the "Lender-Trustee"), pursuant to which Vendor granted a security interest in the Equipment to the Lender-Trustee; and

WHEREAS, Vendor and the Owners entered into that certain Railbox Security Agreement (the "RSA") dated as of January 1, 1984, pursuant to which, among other things, Vendor granted a subordinated security interest in the Equipment to the Owners; and

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WHEREAS, prior to the consummation of the transactions contemplated hereby, the Trustee, the Lender-Trustee and the Owners will have agreed to permit Vendor to sell the Equipment to Vendee, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:


ARTICLE 1. Certain Definitions. For the purposes of this Agreement the following terms shall have the following meanings unless the context clearly provides to the contrary:

1. "Business Day" shall mean calendar days, excluding Saturdays, Sundays, and any other day on which banking institutions in Chicago, Illinois, Montreal, Quebec, Canada, or New York City, New York, are authorized or obligated to remain closed.

2. "Equipment" shall mean the railroad cars listed in Schedule B to this Agreement as this Schedule may be amended under the terms of this Agreement to reflect additions, deletions or exclusions of Units under this Agreement.

3. "Officer's Certificate" shall mean a certificate signed by the President, any Vice President, the Corporate Comptroller, the Secretary, any Deputy or Assistant Secretary, the Treasurer or any Assistant Treasurer of Vendee.

4. "Request" shall mean a written request for the action therein specified, delivered to Vendor, dated not more than 10 days prior to the date of delivery to Vendor and signed on behalf



of Vendee by the President, any Vice President, the Corporate Comptroller, the Secretary, any Deputy or Assistant Secretary, the Treasurer or any Assistant Treasurer of Vendee.

5. "Unit" shall mean an individual unit of Equipment.

6. "Unit Price" shall mean the total amount which Vendee is obligated to pay for a Unit as set forth on Schedule C hereto.


ARTICLE 2. Sale, Delivery and Acceptance of Equipment.

(a) Vendor agrees to sell and deliver to Vendee and Vendee agrees to purchase, accept delivery of and pay for the Equipment in accordance with the terms and conditions of this Agreement.

(b) Vendor shall deliver the Equipment to Vendee at mutually agreed upon points on Vendee's lines in Canada, at Vendor's expense, as follows:

- (i) Units made ready for delivery at repair facilities located on the lines of Vendee shall be delivered at such locations;
- (ii) Units made ready for delivery at repair facilities located on the lines of U. S. railroads or other Canadian railroads shall be delivered at mutually agreed upon interchange points on lines of Vendee.

Vendor's obligation as to time of delivery is subject, however, to delays resulting from causes beyond Vendor's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage,




strikes, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities, delays in receiving necessary materials or delays of carriers or subcontractors.

(c) Upon delivery of each Unit to Vendee at the place specified for delivery Vendee shall issue a Certificate of Acceptance in the form of Schedule D hereto for such Unit to Vendor. If any Unit does not meet the standards agreed upon by the parties and set forth in Schedule E hereto, Vendee may refuse acceptance of such Unit. Vendor will remove any such rejected Unit and repair or obtain a replacement for such Unit at its own expense.

On delivery and acceptance of each Unit hereunder at the place specified for delivery, Vendee will assume the responsibility and risk of, and shall not be released from its obligations hereunder in the event of, any damage to, or the destruction or loss of such Unit.

(d) Any Unit having design deficiencies and latent or hidden defects which are a material deviation from the standards set forth in Schedule E hereto or the specifications to be delivered pursuant to Article 2(f) hereof, which deficiencies or defects are not visible or discernible at the time of acceptance hereunder but which become evident or apparent during the first 90 days following Vendee's acceptance of such Unit and do not result from Vendee's use during such 90 day period, will be returned to repair facilities designated by Vendor to be repaired or replaced at Vendor's option and expense promptly after Vendee's notice to Vendor of such deficiencies or defects. Any mileage or switching charges incurred by Vendee in connection with the movement of such Unit to shops for repair will be at



Vendor's expense. No amount of the Purchase Price shall be payable under Article 4 for the period from the date such Unit is removed from service until such time as such Unit has been repaired or replaced, and in the case of replacement, Vendee has issued a new Certificate of Acceptance to Vendor.

(e) Any Units which are not delivered by July 1, 1985, for reasons beyond the reasonable control of Vendor, shall be excluded from this Agreement and not included in the terms Equipment or Units defined herein. In the event any Units are so excluded, Vendor and Vendee shall execute an amendment to this Agreement limiting this Agreement to the Units delivered hereunder. Vendor and Vendee shall have the right but not the obligation to enter into an amendment hereto providing for the purchase and sale of any Units so excluded under mutually agreeable terms.

(f) Vendor shall deliver to Vendee, within 90 days after acceptance of a Unit, a statement of the UMLER value thereof, and Vendor shall deliver to Vendee, within 30 days after the Commencement Date, the detailed specifications and drawings for all types of Vendor's equipment from which Units are to be selected for delivery hereunder.

ARTICLE 3. Representations and Warranties.

(a) Vendor warrants and represents to Vendee that:

(i) Vendor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The execution, delivery and performance of this Agreement: (x) are within Vendor's corporate power; (y) will not violate the terms of the

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Certificate of Incorporation or the By-laws of Vendor or any law or regulation or any order or decree of any court or governmental instrumentality applicable to Vendor; and (z) will not result in the creation or imposition of any lien, charge or encumbrance upon the property of Vendor other than the lien contemplated by this Agreement, the ETAs, the OSA and the RSA.

- (ii) This Agreement has been duly authorized, executed and delivered by Vendor and constitutes the legal, valid and binding agreement of Vendor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally. Subject to the approval and execution of this Agreement by the Lender-Trustee, the Trustee and the Owners, the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which Vendor is a party or by which it or any of its property is bound.
- (iii) Vendor has good title to the Equipment, subject to no liens or encumbrances other than the following: (w) liens securing indebtedness of Vendor pursuant to the ETAs and liens granted pursuant to the provisions of the OSA, the RSA and the Railbox Lender Participation and Trust Agreement referred to in the OSA; (x) liens for taxes or assessments and similar charges either not delinquent or being contested in good faith by appropriate proceedings; (y) liens imposed by law, such as liens of mechanics, carriers, warehousemen,

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materialmen and vendors incurred in the ordinary course of business; and (z) liens created by or resulting from any litigation or proceedings which are contested in good faith by appropriate proceedings and as to which Vendor shall have set aside on its books adequate reserves.

- (iv) To the knowledge of Vendor, no Default, Event of Default, Default Event or event which with the passing of time or the giving of notice, or both, would constitute an Event of Default, a Default or a Default Event under the OSA or the RSA, has occurred and is continuing.
- (b) Vendee warrants and represents to Vendor that:
 - (i) Vendee is a railway company duly incorporated and validly existing, in good standing, under the laws of Canada, with adequate corporate power to enter into this Agreement.
 - (ii) This Agreement has been duly authorized, executed and delivered by Vendee and constitutes a legal and valid agreement, binding upon Vendee and enforceable in accordance with its terms.
 - (iii) The entering into and performance of this Agreement will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which Vendee is a party or by which it may be bound or contravene any provision of law, statute, rule or regulation to which Vendee is subject or any judgment,

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decree, franchise, order or permit applicable to Vendee; or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon the Equipment, except as contemplated hereunder.

- (iv) No approval is required from any public regulatory body with respect to the entering into or performance of this Agreement by Vendee, or if any such approval is required, it has been properly obtained.

ARTICLE 4. Purchase Price and Payment. Subject only to the provisions of Article 8 of this Agreement, Vendee hereby acknowledges itself to be indebted to Vendor in the amount of, and hereby promises to pay to Vendor the aggregate of the Unit Prices set forth in Schedule C applicable to all Equipment hereunder ("Purchase Price"). The amounts set forth in Schedule C as to each Unit shall accrue from the later of a) February 1, 1985 (the "Commencement Date") and b) the delivery and acceptance of such Unit hereunder and payment thereof shall continue until February 1, 2000. Payments required under items I(a) and II(a) of Schedule C shall be made monthly in arrears on the first Business Day of the month; provided, however, that the first such payment with respect to any Unit shall be made on the first Business Day of the month which is at least fifteen days after delivery and acceptance of such Unit hereunder. Payments required under items I(b) and II(b) of Schedule C shall be payable on February 1, 2000.

Vendee shall pay interest at an annual rate of 1% above the rate publicly announced from time to time by The Chase Manhattan Bank, N. A., as its prime or base rate, as such term is used by such bank, upon all amounts remaining unpaid after the same shall have become due and payable pursuant to the terms hereof, anything herein to the contrary notwithstanding.

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All payments provided for in this Agreement shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. All such payments shall be made in immediately available funds by wire transfer received by 11:00 a.m. Chicago time or by check, on the date the payment is due, at such address as Vendor shall specify in writing.

In the event Vendor, pursuant to Article 13 hereof, assigns this Agreement or the right to receive the payments herein provided to be made by Vendee, Vendor may by notice to Vendee request Vendee to make, and Vendee shall make, such payments to such assignee at such address as shall be supplied to Vendee by Vendor.

Vendee acknowledges that this Agreement or the rights of Vendor hereunder may be assigned to one or more of the parties referred to in Article 6 pursuant to the agreements therein referred to. Vendee shall not be required to duplicate any of its obligations hereunder or to assume additional obligations due to any of such agreements or any such assignment of this Agreement. Upon notice to Vendee from the Lender-Trustee, the Trustee, or the Owners requiring any payments hereunder to be made directly to any such party, Vendee agrees to comply therewith; provided, however, that:


- (i) At the time of such compliance Vendee shall give Vendor written notice thereof; and
 - (ii) Vendee shall not incur any additional liability of any kind as a result of such compliance or of any action taken by it pursuant thereto.
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ARTICLE 5. Taxes. Vendee shall be responsible for the filing and payment of all Canadian Federal, Provincial or local and United States Federal, State or local taxes, assessments and other governmental charges which may be accrued, levied, assessed or imposed during the continuance of this Agreement relating to the operation or use of any Unit. Vendee further agrees to assume liability for and to indemnify Vendor against any Canadian Federal, Provincial or local income, sales, excise or property taxes, any import duties or other type of Canadian Federal, Provincial or local government levy, (including any interest or penalty thereon, other than any interest or penalty attributable to Vendor's negligence, fraud, or failure to file any tax return on a timely basis) (hereafter, "Canadian Taxes") arising out of this Agreement or the sale of the Equipment to Vendee hereunder. Without limiting the generality of the foregoing, Vendee further agrees as follows:

(a) Vendee will assume liability for and indemnify Vendor against any Canadian Federal or other withholding tax that may be imposed on any payment made by Vendee to Vendor (or its assignee) under this Agreement.

(b) Vendee will assume liability for and indemnify Vendor against any import or other like duties and charges accrued, levied, assessed or imposed by any Canadian Federal, Provincial or local government agency with respect to the importation of and subsequent use of the Equipment in Canada.

(c) Vendee will at all times keep the Equipment free and clear of any Canadian Taxes resulting in tax liens, claims, liabilities or obligations which might in any way affect the title of Vendor or the security interests of any of the Parties listed in Article 6 hereof, or which result in a lien upon the Equipment, or any part thereof; provided, however, that Vendee



shall be under no obligation to pay any Canadian taxes of any kind so long as it is contesting them in good faith and by appropriate legal proceedings and the nonpayment thereof would not adversely affect the interest or rights of Vendor, the Lender-Trustee, the Owners or the Trustee in or to the Equipment or otherwise under this Agreement.

However, in the event that Vendor is able to credit any such Canadian Federal, Provincial or local income taxes or any such Canadian Federal or other withholding taxes against the computation of its current liability for U.S. Federal, State and local income taxes, and if such credit results in a reduction in the amount of such taxes payable, Vendor agrees to pass the benefit of such reduction (plus the benefit of any reduction which results from the payment to Vendee of such benefit) to Vendee.

Notwithstanding the foregoing, Vendor agrees that if at any time it causes or creates the existence of a "permanent establishment" for itself in Canada within the meaning of the U.S. Canada Income Tax Convention in effect as of January 1, 1985 to which any income arising out of this Agreement could be attributed and taxed in Canada, Vendee will be relieved of liability specified in this Article 5 to the extent such liability is attributable to the existence of such permanent establishment.

Nothing in this Article 5 should be construed as relieving Vendor of liability for any U.S. Federal, State or local government income, sales, excise or property tax or other U.S. Federal, State or local government levy imposed upon Vendor that may arise out of receipt by Vendor of payments provided for herein.

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ARTICLE 6. Title to the Equipment. As between Vendor and Vendee, Vendor shall and hereby does retain title in the Equipment until Vendee shall have made all its payments under this Agreement and shall have kept and performed all its agreements herein contained, notwithstanding the delivery of the Equipment to and the possession and use thereof by Vendee as provided in this Agreement. In addition, Vendee acknowledges and agrees that the Lender-Trustee, the Trustee and the Owners retain security interests in the Equipment pursuant to the provisions of the ETAs, the OSA and the RSA senior to that of Vendor, and senior to the interest of Vendee hereunder, and Vendee shall take no action which could materially and adversely affect such security interests of the Lender-Trustee, the Trustee or the Owners.


Vendee may, at its expense and without the prior consent of or notice to Vendor, make any alteration, improvement or addition to any of the Units provided that such alteration, improvement or addition shall not materially impair the value or use of such Units. Any and all additions to the Equipment and any and all replacements of the Equipment and of parts thereof and additions thereto which cannot be removed without material damage to the Equipment shall constitute accessions to the Equipment and shall be included in the term "Equipment" as used in this Agreement. Vendee and Vendor recognize that any additions that can be removed without material damage to the Equipment may be attached to the Equipment and may be owned and financed by persons other than Vendee.

Except as otherwise specifically provided in Article 8 hereof, when and only when the full Purchase Price and all other payments as herein provided shall have been paid, and all Vendee's obligations herein contained shall have been performed by Vendee, absolute right to the possession of, title to and

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property in the Equipment shall pass to and vest in Vendee without further transfer or action on the part of Vendor, the Lender-Trustee, the Owners or the Trustee. Vendor, on its own behalf and as agent of the Lender-Trustee, the Owners or the Trustee, as the case may be, upon receipt of a Request at that time, will (a) execute and deliver to Vendee or Vendee's assignee or nominee a bill or bills of sale transferring title to the Equipment and releasing its interest therein to Vendee, or upon its order, free of all claims, liens, security interests and other encumbrances created or retained hereby and by the OSA, the ETAs, the RSA or otherwise, and (b) execute and deliver, for filing, recording or depositing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the transfer of title of Vendor and the release of the security interests of the Lender-Trustee, the Owners and the Trustee in the Equipment. Vendee hereby waives and releases any and all rights, existing or that may be acquired, in or to the payment of any penalty, forfeit or damages for failure to execute and deliver such bill or bills of sale or instrument or instruments or to file any certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute and deliver such bill or bills of sale or instrument or instruments or to file such certificate within a reasonable time after receipt of a Request.

ARTICLE 7. Marking of the Equipment. Upon acceptance of a Unit hereunder, Vendee will cause such Unit to be numbered, and thereafter will cause such Unit to be kept numbered, with its identifying number as set forth in Schedule B hereto, or in the case of Units not there listed such identifying number as shall be set forth in any amendment or supplement hereto amending this Agreement to cover such Units, and, as soon as practicable after such acceptance, will cause to be, and thereafter will keep and



maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the words "OWNERSHIP SUBJECT TO SECURITY AGREEMENTS FILED WITH THE INTERSTATE COMMERCE COMMISSION AND TITLE RETENTION AGREEMENT DEPOSITED WITH THE REGISTRAR GENERAL OF CANADA" or other appropriate legend approved by Vendor with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the interests of Vendor, the Lender-Trustee, the Owners and the Trustee in the Equipment and their rights under this Agreement. Vendee will not place any such Unit in operation or exercise any control or dominion over the same until such numbers have been marked thereon and will replace promptly any legend or marking which may be removed, defaced, obliterated or destroyed. Vendee will not change the number of any Unit except in accordance with a statement of new number or numbers to be substituted therefor, which statement previously shall have been filed with Vendor by Vendee and filed, recorded and deposited by Vendee in all public offices where this Agreement shall have been filed, recorded and deposited.

Vendee may cause each Unit to be restencilled, at Vendee's expense and option, with Vendee's running marks, "XM" mechanical designation and such other insignia as Vendee shall determine, and may also cause to be lettered, in case of a lease of any Equipment made pursuant to Article 11 hereof, in such manner as may be appropriate for convenience of identification of the leasehold interest therein; but Vendee, so long as any Unit is subject to this Agreement, will not, without the written consent of Vendor, allow the name of any person, firm, association or corporation to be placed on such Unit as a designation which could reasonably be interpreted as a claim of ownership thereof or security interest therein by Vendee or by any person, firm, association or corporation other than Vendor.



ARTICLE 8. Maintenance; Casualty Occurrences; Insurance.

(a) Vendee shall, at its sole cost and expense, maintain each Unit at least in the condition it was in as of the date of acceptance as indicated on the Certificate of Acceptance therefor, ordinary wear and tear alone excepted, unless and until it becomes worn out, unsuitable for use, stolen, lost, destroyed or taken or requisitioned by condemnation, expropriation or otherwise ("Casualty Occurrence"). Whenever any Unit shall suffer a Casualty Occurrence Vendee, within 30 days after a responsible officer of Vendee shall have been informed of such Casualty Occurrence, shall give notice to Vendor of such Casualty Occurrence, describing such Unit and stating the applicable amount (the "Casualty Value"). The Casualty Value shall be determined as follows:

- (i) If such Casualty Occurrence occurs on the trackage of Vendee, the Casualty Value shall be the amount set forth in Schedule F as of the next payment date following such notice; or
- (ii) If such Casualty Occurrence occurs on the trackage of a U. S. railroad, settlement of the Casualty Value shall be in accordance with Rule 107 of the Interchange Rules of the Mechanical Division, Association of American Railroads ("AAR Rule 107") or the AAR Rule then applicable; or
- (iii) If such Casualty Occurrence occurs on the trackage of a Canadian railroad other than that of Vendee, the Canadian dollar settlement of the Casualty Value shall be in accordance with AAR Rule 107 or the AAR Rule then applicable, to be paid to Vendor in United States dollars converted at the noon spot exchange rate of the Bank of Canada as of the date of such notice.

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The amount of the Casualty Value shall be due as of the next succeeding date following such notice on which an installment of the Purchase Price for such Unit would be payable and Vendee shall, on such payment date, pay to Vendor (x) the installment of the Purchase Price for such Unit due on such date, and (y) an amount equal to such Casualty Value. Thereafter no further amounts shall be owing to Vendor with respect to the Purchase Price for such Unit and the balance of such Purchase Price shall be cancelled.

(b) Vendor on its own behalf and as agent of the Lender-Trustee, the Owners or the Trustee, as the case may be, shall, upon request of Vendee, after payment by Vendee of a sum equal to the Casualty Value of such Unit suffering a Casualty Occurrence:

- (i) Execute and deliver to Vendee or Vendee's assignee or nominee, a bill or bills of sale transferring title to such Unit and releasing its interest therein to Vendee, or upon its order, free of all claims, liens, security interests and other encumbrances created or retained hereby and by the OSA, the ETAs, the RSA or otherwise, and
- (ii) Execute and deliver, for filing, recording or depositing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the transfer of title of Vendor and the release of the security interests of the Lender-Trustee, the Owners and the Trustee in such Unit. Vendee hereby waives and releases any and all rights, existing or that may be acquired, in or to the payment of any penalty, forfeit or damages for failure to execute and deliver

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such bill or bills of sale or instrument or instruments or to file any certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute and deliver such bill or bills of sale or instrument or instruments or to file such certificate within a reasonable time after receipt of a written request therefor.

(c) Vendee shall at all times while this Agreement is in effect maintain or cause to be maintained, at its own expense, property and casualty insurance in respect of the Equipment at the time subject hereto, at least in the manner and amounts and against risks customarily insured against by Vendee on similar equipment owned by it.

ARTICLE 9. Compliance with Laws and Rules. During the term of this Agreement, Vendee will at all times comply, and cause every lessee or user of the Equipment to comply, in all material respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment) with all laws of the jurisdictions in which its or such lessee's or user's operations involving the Equipment may extend, with the Interchange Rules of the Association of American Railroads and with all lawful rules of the Department of Transport of Canada, the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws and rules affect the title, operation or use of the Equipment, and in the event that such laws or rules require any alteration or replacement of or addition to any part on any Unit Vendee will conform therewith, at its own expense; provided, however, that Vendee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in

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the opinion of Vendor, adversely affect the property or rights of Vendor, the Lender-Trustee, the Trustee or the Owners under this Agreement, the ETAs, the OSA, the RSA or otherwise.


ARTICLE 10. Reports and Inspections. On or before April 1 in each year, commencing with the year 1986, Vendee shall furnish to Vendor (and Vendor shall furnish to the Lender-Trustee, the Trustee and the Owners promptly thereafter) an Officer's Certificate (a) setting forth as at the preceding December 31 the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding 12 months (or since the date of this Agreement in the case of the first such statement) and such other information regarding the condition and state of repair of the Equipment as Vendor may reasonably request and (b) stating that, in the case of all Equipment repaired or repainted during the period covered by such statement, the numbers and markings required by Article 7 hereof have been preserved or replaced. Vendee shall also furnish to Vendor a copy of each of Vendee's Annual Reports as soon as it is available.

The officers, employees and agents of Vendor, the Lender-Trustee, the Trustee and the Owners shall have reasonable access to the Units to permit physical inspection thereof and to records pertaining thereto upon 15 days prior written notice to the Chief Mechanical Officer or Chief of Transportation of Vendee, depending upon the nature of the inspection; provided, however, that:

- (i) Such inspections shall be at the sole risk and expense of Vendor;
 - (ii) Such inspections shall not interfere with the normal operation and movement of the Units;
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- (iii) If Vendor requests the removal of any Unit from normal operation any costs, including without limitation the cost of additional switching, assigning of employees and the like, incurred by Vendee as a result of such inspections shall be charged to Vendor and shall be paid 30 days after receipt of Vendee's invoice therefor; and
- (iv) Vendor shall indemnify and save harmless Vendee from and against any liability for damage to property or bodily injury, including injury resulting in death, sustained by any of the officers, employees or agents of Vendor, the Lender-Trustee, the Trustee, the Owners or Vendee arising during the course of such inspections, except as a result of Vendee's negligence.


ARTICLE 11. Possession and Use. Vendee, so long as an event of default shall not have occurred and be continuing hereunder, shall be entitled, from and after delivery of the Equipment by Vendor to Vendee, to the possession, use and quiet enjoyment of the Equipment and, without Vendor's consent, to lease the Units to, or to permit their use by, a user incorporated in Canada (or any Province thereof) or in the United States of America (or any state thereof or the District of Columbia), upon lines of railroad owned or operated by Vendee or such user or by a railroad company or companies incorporated in Canada (or any Province thereof) or in the United States of America (or any state thereof or the District of Columbia), or over which Vendee, such user, or such railroad company or companies have trackage rights or rights for operation of their trains, and upon the lines of connecting and other carriers in or between the U. S. or Canada in the usual interchange of traffic or in through or run-through service, but only upon and subject to all the terms and conditions of this Agreement; provided, however, that Vendee shall not lease any Unit for a period of



more than one year (including any extension or renewal thereof) without the prior written consent of Vendor, which consent shall not be unreasonably withheld. The Lender-Trustee, the Owners and the Trustee agree that, so long as Vendee is not in default hereunder, the right of Vendee to the possession, use and quiet enjoyment of the Equipment shall not be affected by reason of any "Default Event", "Default" or "Event of Default" under the OSA, the RSA, or any other agreement related thereto.

ARTICLE 12. Prohibition Against Liens. Vendee will pay or discharge any and all sums claimed by any party from, through or under Vendee or its successors or assigns which, if unpaid, might become a lien, charge or security interest on or in the Equipment, or any Unit thereof, equal or superior to the interests therein described in Article 6 hereof; provided, however, that Vendee shall be under no obligation to pay or discharge any such claim so long as it is contesting such claim in good faith and by appropriate legal proceedings and the nonpayment thereof does not, in the opinion of Vendor, adversely affect the property or rights of Vendor, the Lender-Trustee, the Trustee or the Owners in or to the Equipment or otherwise under this Agreement, the ETAs, the OSA, the RSA or otherwise. Any amounts paid by Vendor in discharge of liens, charges or security interests upon the Equipment which Vendee is required to pay under this Article 12 shall be secured by and under this Agreement.

This covenant will not be deemed breached by reason of liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen, mechanics, workmen, repairmen or other like liens arising in the ordinary course of business and, in each case, not delinquent.



ARTICLE 13. Assignments.

(a) Vendee will not sell, assign, transfer or otherwise dispose of its rights under this Agreement or, except as provided in Article 11 hereof, transfer the right to possession of any Unit without first obtaining the written consent of Vendor which consent will not be unreasonably withheld. No such assignment shall relieve Vendee of any of its obligations hereunder.

(b) All or any of the rights, benefits and advantages of Vendor under this Agreement, including the right to receive the payments herein provided to be made by Vendee, may be assigned by Vendor and reassigned by any assignee at any time or from time to time. No such assignment shall relieve Vendee of any of its obligations hereunder.

Upon any such assignment the assignor shall give written notice to Vendee, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall by virtue of such assignment acquire all the assignor's right, title and interest in and to the Equipment and this Agreement, or in and to a portion thereof, as the case may be, subject to all of the rights of Vendee under this Agreement and to such reservations as may be contained in such assignment. From and after the receipt by Vendee of the notification of any such assignment, all payments thereafter to be made by Vendee under this Agreement to Vendor shall, to the extent so assigned, be made to the assignee in such manner as it may direct.

If Vendor assigns this Agreement, Vendee shall acknowledge such assignment within 5 Business Days of being notified in writing of such assignment.

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ARTICLE 14. Defaults. In the event that any one or more of the following events of default shall occur and be continuing, to wit:

(a) Vendee shall fail to pay in full any portion of the Purchase Price of the Equipment as provided in this Agreement or shall fail to pay in full any other sum payable by Vendee as provided in this Agreement within 10 days after the same shall have become due and payable; or

(b) Vendee shall, for more than 30 days after Vendor shall have demanded in writing performance thereof, fail or refuse to comply with any covenant, agreement, term or provision of this Agreement on its part to be kept or performed or to make provision satisfactory to Vendor for such compliance; or

(c) the filing by Vendee of a petition for relief under title 11 of the United States Code or the seeking of relief by Vendee under any provision of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, the consenting by Vendee to the filing of any such petition against it, the making by Vendee of an assignment for the benefit of its creditors, or the consenting by Vendee to the appointment of a receiver, trustee, or liquidator of Vendee; or

(d) the entry of a decree or order for relief by a court of competent jurisdiction in any case commenced against Vendee under title 11 of the United States Code or any successor thereof or the entry of a decree or order by a court of competent jurisdiction (i) adjudging Vendee as bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization or arrangement of Vendee under any United States Federal or State law relating to bankruptcy or insolvency, (iii) appointing a

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receiver of Vendee, or (iv) decreeing or ordering the winding up or liquidation of the affairs of Vendee, which decree or order shall not have been dismissed, withdrawn, or otherwise terminated within sixty days after the issuance thereof; provided, however, with respect to any proceeding under State law, it shall not be an event of default, if within sixty days after the entry of such decree or order: (i) a trustee, trustees, receiver, or receivers for Vendee or for its property (x) duly assumes in writing all of the obligations of Vendee under this Agreement or (y) is or are ordered by an order or decree of a court of competent jurisdiction to assume all of Vendee's obligations under this Agreement and the payment of such obligations has the same priority status as expenses of administration and obligations incurred by a trustee under title 11 of the United States Code, or (ii) a court of competent jurisdiction orders a trustee, trustees, receiver or receivers of Vendee to take possession of the property of Vendee under the direction of the court and to preserve and maintain such property and to pay and perform all of the obligations of Vendee under this Agreement, and such obligations are paid and performed in the normal course of business, unaffected by any stay of proceedings, restraints or limitations that would materially and adversely limit, modify or vary the terms of this Agreement; or

(e) the appointment of a receiver or trustee of Vendee's property under §26 to §28 of the Exchequer Court Act of Canada, or any successor thereof; provided, however, it shall not be an event of default, if within sixty days after such appointment: (i) a trustee, trustees, receiver, or receivers for Vendee or for its property (x) duly assumes in writing all of the obligations of Vendee under this Agreement or (y) is ordered by an order or decree of a court of competent jurisdiction to assume all of Vendee's obligations under this Agreement and the payment of such obligations has the same priority status as expenses of

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administration and obligations incurred by a trustee under title 11 of the United States Code, or (ii) a court of competent jurisdiction orders a trustee, trustees, receiver or receivers of Vendee to take possession of the property of Vendee under the direction of the court and to preserve and maintain such property and to pay and perform all of the obligations of the Vendee under this Agreement and such obligations are paid and performed in the normal course of business, unaffected by any stay of proceedings, restraints or limitations that would materially and adversely limit, modify or vary the terms of this Agreement; or

(f) Vendee shall create, make or suffer to exist any lien, assignment, or transfer of this Agreement any interest herein, or of any Unit or any interest therein, except as expressly permitted hereunder;


then at any time after the occurrence of such an event of default Vendor may, upon written notice to Vendee and upon compliance with any mandatory legal requirements then in force and applicable to such action by Vendor, declare ("Declaration of Default") an amount equal to the present value of the Purchase Price remaining unpaid as of the date of the Declaration of Default utilizing a monthly discount factor of 0.5064835% (equivalent to an annual effective rate of 6.250%) (hereinafter called the "CSA Indebtedness Under Default") to be immediately due and payable, without further demand, and thereafter the entire unpaid balance of the CSA Indebtedness Under Default and all other payments due under this Agreement (other than on account of the Purchase Price) shall bear interest from the date of such Declaration of Default at the rate specified in Article 4 hereof as being applicable to amounts remaining unpaid after becoming due and payable, to the extent legally enforceable. Vendor shall thereupon be entitled to recover judgment for the entire unpaid balance of the CSA Indebtedness Under Default and

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all other payments due under this Agreement (other than on account of the Purchase Price) so payable, with interest as aforesaid, and to collect such judgment out of any property of Vendee wherever situated. Vendee shall promptly notify Vendor, the Lender-Trustee, and the Owners in writing of any event which has come to its attention which constitutes, or which with the giving of notice and/or lapse of time could constitute, an event of default hereunder and of what action, if any, Vendee has taken or proposes to take to remedy such event of default or event.

Vendor may at its election waive any such event of default and its consequences and rescind and annul any Declaration of Default by notice to Vendee in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such event of default had occurred and no Declaration of Default had been made. Notwithstanding the provisions of this paragraph, it is agreed by Vendee that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

ARTICLE 15. Remedies. At any time during the continuance of a Declaration of Default, Vendor may, subject to compliance with any mandatory legal requirements then in force and applicable to the action to be taken by Vendor, take or cause to be taken by its agent or agents immediate possession of the Equipment, or one or more of the Units thereof, without liability to return to Vendee any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Article 15 expressly provided, and may remove the same from possession and use of Vendee or any other person and for such purpose may enter upon Vendee's premises or any other premises where the Equipment may be located (without judicial process if this can be done



without breach of the peace) and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of Vendee.


In case Vendor shall demand possession of the Equipment pursuant to this Agreement and shall designate a reasonable point or points for the delivery of the Equipment to Vendor, Vendee shall, at its own expense and risk:

(a) forthwith and in the usual manner (including, but not by way of limitation, causing prompt telegraphic and written notice to be given to the Association of American Railroads and all railroads which may have possession of any Unit or Units to return the Unit or Units) cause the Equipment to be placed upon such storage tracks as Vendor reasonably may designate;

(b) permit Vendor to store the Equipment on such tracks without charge for insurance, rent or storage until the Equipment has been sold, leased or otherwise disposed of by Vendor; and

(c) cause the Equipment to be transported to such interchange point or points as directed by Vendor upon any sale, lease or other disposal of all or any of the Equipment.

During any storage period, Vendee will, at its own cost and expense, insure, maintain and keep each such Unit in accordance with the requirements of Article 8 hereof and will permit the inspection of the Equipment by Vendor, Vendor's representatives and prospective purchasers, lessees and users. This agreement to deliver the Equipment and furnish facilities as hereinbefore provided is of the essence of the agreement between the parties, and upon the application to any court of equity having jurisdiction in the premises, Vendor shall be entitled to a



decree of specific performance thereof. Vendee hereby expressly waives any and all claims against Vendor and its agent or agents for damages of whatever nature in connection with any retaking of any Unit in any reasonable manner; provided, however, that Vendee shall not be liable in the case of negligence of Vendor, its employees or its agent or agents for any injury to or death of any person exercising, either on behalf of Vendor or any prospective purchaser, lessee and/or user of the Equipment, the rights of inspection granted under this paragraph.

At any time during the continuance of a Declaration of Default, Vendor (after retaking possession of the Equipment as hereinbefore in this Article 15 provided) may at its election and upon such notice as is hereinafter set forth retain the Equipment in satisfaction of the entire indebtedness in respect of the Purchase Price of the Equipment and make such disposition thereof as Vendor shall deem fit. Written notice of Vendor's election to retain the Equipment shall be given to Vendee by telegram or registered mail, addressed as provided in Article 19 hereof, and to any other persons to whom the law may require notice, within 30 days after such Declaration of Default. In the event that Vendor should elect to retain the Equipment and no objection is made thereto within the 30-day period described in the second proviso below, all Vendee's rights in the Equipment shall thereupon terminate and all payments made by Vendee may be retained by Vendor as compensation for the use of the Equipment by Vendee; provided, however, that if Vendee, before the expiration of the 30-day period described in the proviso below, should pay or cause to be paid to Vendor the total unpaid balance of the CSA Indebtedness Under Default and all other payments due under this Agreement (other than on account of the Purchase Price) as well as expenses of Vendor in retaking possession of, removing and storing the Equipment and Vendor's reasonable

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attorneys' fees, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in Vendee; provided, further, that if Vendee or any other persons notified under the terms of this paragraph object in writing to Vendor within 30 days from the receipt of notice of Vendor's election to retain the Equipment, then Vendor may not so retain the Equipment, but shall sell, lease or otherwise dispose of it or continue to hold it pending sale, lease or other disposition as hereinafter provided or as may otherwise be permitted by law. If Vendor shall have given no notice to retain as hereinabove provided or notice of intention to dispose of the Equipment in any other manner, it shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Article 15.

At any time during the continuance of a Declaration of Default, Vendor, with or without retaking possession thereof, at its election and upon not less than 10 days notice to Vendee and to any other persons to whom the law may require notice of the time and place, may sell the Equipment, or any Unit thereof, free from any and all claims of Vendee or any other party claiming from, through or under Vendee, at law or in equity, at public or private sale and with or without advertisement as Vendor may determine; provided, however, that if, prior to such sale and prior to the making of a contract for such sale, Vendee should tender full payment of the total unpaid balance of the CSA Indebtedness Under Default and all other payments due under this Agreement (other than on account of the Purchase Price) as well as expenses of Vendor in retaking possession of, removing, storing, holding and preparing the Equipment for, and otherwise arranging for, the sale and Vendor's reasonable attorneys' fees, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in Vendee.

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The proceeds of such sale, less the attorneys' fees and any other expenses incurred by Vendor in retaking possession of, removing storing, holding, preparing for sale and selling the Equipment, shall be credited on the amount due to Vendor under the provisions of this Agreement.

Any sale hereunder may be held or conducted at such place or places and at such time or times as Vendor may specify, in one lot and as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as Vendor may determine. Vendor or Vendee may bid for and become the purchaser of the Equipment, or any Unit thereof, so offered for sale. Vendee shall be given written notice of such sale not less than ten days prior thereto, by telegram or registered mail addressed to Vendee as provided in Article 19 hereof. In the event that Vendor shall be the purchaser of the Equipment, it shall not be accountable to Vendee (except to the extent of surplus money received as hereinafter provided in this Article 15), and in payment of the purchase price therefor Vendor shall be entitled to have credited on account thereof all or any part of the sums due to Vendor from Vendee hereunder. Vendee shall pay to Vendor an amount equal to the per diem amounts customarily paid for equivalent units for each day after the date of any such sale or a date 30 days after notice from Vendor instructing Vendee to transport the Equipment to such point or points as shall be designated by Vendor for the purpose of any sale, lease or other disposition of the Equipment, whichever is later, to the date such Equipment has been transported to such point or points.

Each and every power and remedy hereby specifically given to Vendor shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or

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in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by Vendor. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of Vendor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to Vendee shall not otherwise alter or affect Vendor's rights or Vendee's obligations hereunder. Vendor's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect Vendee's obligations or Vendor's rights hereunder with respect to any subsequent payments or default therein.

If, after applying all sums of money realized by Vendor under the remedies herein provided, there shall remain any amount due to it under the provisions of this Agreement, Vendee shall pay the amount of such deficiency to Vendor upon demand, together with interest from the date of such demand to the date of payment by Vendee at the rate per annum set forth in Article 4 hereof applicable to amounts remaining unpaid after becoming due and payable. If Vendee shall fail to pay such deficiency, Vendor may bring suit therefor and shall be entitled to recover a judgment therefor against Vendee. If, after applying as aforesaid all sums realized by Vendor, there shall remain a surplus in the possession of Vendor, such surplus shall be paid to Vendee.

Vendee will pay all reasonable expenses, including attorneys' fees, incurred by Vendor in enforcing its remedies under the terms of this Agreement. In the event that Vendor shall bring

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any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit Vendor may recover reasonable expenses, including attorneys' fees, if any, and the amount thereof shall be included in such judgment.

The foregoing provisions of this Article 15 are subject in all respects to all mandatory legal requirements at the time in force and applicable thereto.

ARTICLE 16. Applicable Laws. Any provision of this Agreement prohibited by any applicable law of any jurisdiction shall as to such jurisdiction be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by Vendee to the full extent permitted by law, it being the intention of the parties hereto that this Agreement is, and shall be deemed to be, a conditional sale agreement and enforced as such.

Except as otherwise provided in this Agreement, Vendee, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment or any Unit thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of Vendor's rights under this Agreement and any and all rights of redemption.

ARTICLE 17. Recording. Vendee will cause this Agreement, any assignments hereof and any amendments or supplements hereto or thereto to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 and deposited with the Registrar General of Canada and notice of such deposit published in The


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Canada Gazette, pursuant to §86 of the Railway Act of Canada; and Vendee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit or record any and all further instruments required by law or reasonably requested by Vendor for the purpose of proper protection, to the satisfaction of counsel for Vendor, of its interest in the Equipment and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement. Vendee will promptly furnish to Vendor evidence of all such filing, registering, depositing or recording.

ARTICLE 18. Payment of Expenses. Vendor and Vendee shall each pay the fees and expenses of its respective counsel and any advisers retained by it, and neither party shall be obligated to pay any out-of-pocket or other costs and expenses of the other, except as in this Agreement otherwise expressly provided. Fees and expenses of the other parties hereto shall be paid pursuant to the OSA and the RSA.

ARTICLE 19. Notice. All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been delivered, if hand delivered, or mailed postage prepaid, telegraphed, teletyped or otherwise wired to the address below or to such other addresses as either party may designate by like notice:

If to Vendee: Finance Department - 3rd Floor
Canadian National Railway Company
935 de La Gauchetiere Street West
Montreal, Quebec, Canada H3B 2M9
Attention: Treasurer
Telex No.: 055-61899



If to Vendor: Railbox Company
101 North Wacker Drive
Chicago, Illinois 60606
Attention: Treasurer
Telex No.: 27-5204

If to Lender-Trustee
or Trustee: Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203
Attention: Corporate Trust Department
Telex No.: 7102342409

If to Owners: As listed on Schedule A hereto.

ARTICLE 20. Article Headings; Effect and Modification of Agreement. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement. This Agreement, including the Schedules hereto, exclusively states the rights of Vendor and Vendee with respect to the Equipment and supersedes all other agreements, oral or written, with respect to the Equipment. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the parties hereto.

ARTICLE 21. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by and arising out of the filing, recording or deposit hereof, if any, and of any assignment hereof, as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment

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hereof shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking of the Units provided for in Article 7 hereof.

ARTICLE 22. Execution. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. It shall not be necessary that any counterpart be signed by all the parties so long as any counterpart be signed by Vendee and Vendor. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereon by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers or other persons, thereunto duly authorized.

[SEAL]

Approved
as to form only
Attorney

CANADIAN NATIONAL RAILWAY COMPANY

By: [Signature]

Title: VICE-PRESIDENT

By: [Signature]

Title: Deputy Secretary

RAILBOX COMPANY

[SEAL]

By: [Signature]

Title: President & Chief Executive Officer

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Lender-Trustee and
Trustee

ATTEST:

By: *[Signature]*
Corporate Trust Officer

By: *[Signature]*

Title: VICE PRESIDENT

[SEAL]

CROCKER NATIONAL BANK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

BANK OF NEW YORK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

CALIFORNIA FIRST BANK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

J.P. MORGAN INTERFUNDING CORP.

ATTEST:

By: _____

By: _____

Title: _____

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Lender-Trustee and
Trustee

ATTEST:

By: _____
Corporate Trust Officer

By: _____

Title: _____

[SEAL]

CROCKER NATIONAL BANK

ATTEST:

By: _____
[Signature]

By: _____
[Signature]

Title: *Vice President*

[SEAL]

BANK OF NEW YORK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

CALIFORNIA FIRST BANK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

J.P. MORGAN INTERFUNDING CORP.

ATTEST:

By: _____

By: _____

Title: _____

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Lender-Trustee and
Trustee

ATTEST:

By: Corporate Trust Officer

By: _____

Title: _____

[SEAL]

CROCKER NATIONAL BANK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

BANK OF NEW YORK

ATTEST:

By: Jacqueline H. Regan

By: R. Gluck

Title: V. Rus

[SEAL]

CALIFORNIA FIRST BANK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

J.P. MORGAN INTERFUNDING CORP.

ATTEST:

By: _____

By: _____

Title: _____

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Lender-Trustee and
Trustee

ATTEST:

By: Corporate Trust Officer

By: _____

Title: _____

[SEAL]

CROCKER NATIONAL BANK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

BANK OF NEW YORK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

CALIFORNIA FIRST BANK

ATTEST:

By: Donald R. Meyer

By: C. Robert Jensen

Title: Vice President

[SEAL]

J.P. MORGAN INTERFUNDING CORP.

ATTEST:

By: _____

By: _____

Title: _____

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Lender-Trustee and
Trustee

ATTEST:

By: Corporate Trust Officer

By: _____

Title: _____

[SEAL]

CROCKER NATIONAL BANK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

BANK OF NEW YORK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

CALIFORNIA FIRST BANK

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

J.P. MORGAN INTERFUNDING CORP.

ATTEST:

By: Barbara S. Stiles
Assistant Secretary

By: Houston A. Stebbins

Title: Vice President

[SEAL]

ATTEST:

By: *Robert H. Brown*

SECRETARY

WESTINGHOUSE CREDIT CORPORATION

By: *John D. Murphy*

Title: *Manager, Leveraged Leasing*

NBS FINANCIAL SERVICES, in its own
capacity and as transferee of the
interests of THE METROPOLITAN BANK
OF LIMA OHIO

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE FIFTH THIRD BANK

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

BORG-WARNER LEASING CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

WESTINGHOUSE CREDIT CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

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NBS FINANCIAL SERVICES, in its own
capacity and as transferee of the
interests of THE METROPOLITAN BANK
OF LIMA OHIO

[SEAL]

ATTEST:

By: Robert J. Linn

By: Joe J. Fisher

Title: Managing Director

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE FIFTH THIRD BANK

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

BORG-WARNER LEASING CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

WESTINGHOUSE CREDIT CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

NBS FINANCIAL SERVICES, in its own
capacity and as transferee of the
interests of THE METROPOLITAN BANK
OF LIMA OHIO

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

[SEAL]

ATTEST:

By: *George Fisher*

By: *and 2 Men*

Title: *Pres. & C.E.O.*

THE FIFTH THIRD BANK

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

BORG-WARNER LEASING CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

WESTINGHOUSE CREDIT CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____ Title: _____

NBS FINANCIAL SERVICES, in its own
capacity and as transferee of the
interests of THE METROPOLITAN BANK
OF LIMA OHIO

[SEAL]

ATTEST:

By: _____

By: _____ Title: _____

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

[SEAL]

ATTEST:

By: _____

By: _____ Title: _____

THE FIFTH THIRD BANK

[SEAL]

ATTEST:

By: Tom Fobennand

By: Carol H. Fobennand Title: Vice President

BORG-WARNER LEASING CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____ Title: _____

WESTINGHOUSE CREDIT CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____ Title: _____

NBS FINANCIAL SERVICES, in its own
capacity and as transferee of the
interests of THE METROPOLITAN BANK
OF LIMA OHIO

[SEAL]

ATTEST:

By: _____

By: _____ Title: _____

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

[SEAL]

ATTEST:

By: _____

By: _____ Title: _____

THE FIFTH THIRD BANK

[SEAL]

ATTEST:

By: _____

By: _____ Title: _____

BORG-WARNER LEASING CORPORATION

[SEAL]

ATTEST:

By: W. K. Tennant

By: James F. White Title: Vice Pres

LITTON EQUITY INVESTMENTS, INC.

[SEAL]

ATTEST:

By: *James M. Milner*

By: *James M. Milner*

Title: *Vice President*

GENERAL ELECTRIC CREDIT CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE FIRST NATIONAL BANK AND TRUST
COMPANY OF HAMILTON, now by merger
FIRST NATIONAL BANK OF SOUTHWESTERN
OHIO

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

FIRST ILLINOIS BANK OF EVANSTON,
N. A., not in its individual
capacity but solely as Owner-Trustee

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

LITTON EQUITY INVESTMENTS, INC.

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

GENERAL ELECTRIC CREDIT CORPORATION

ATTEST:

By: *H. W. Gerde*

By: *W. E. Ormond*

Title: HERMAN W. GERDE
Manager-Special Projects

Wendy E. Ormond
attesting Secretary

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE FIRST NATIONAL BANK AND TRUST
COMPANY OF HAMILTON, now by merger
FIRST NATIONAL BANK OF SOUTHWESTERN
OHIO

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

FIRST ILLINOIS BANK OF EVANSTON,
N. A., not in its individual
capacity but solely as Owner-Trustee

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

LITTON EQUITY INVESTMENTS, INC.

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

GENERAL ELECTRIC CREDIT CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

[SEAL]

ATTEST:

By: _____

By: *Richard W. Mitchell*
S. & C. Comptroller

Title: _____

THE FIRST NATIONAL BANK AND TRUST
COMPANY OF HAMILTON, now by merger
FIRST NATIONAL BANK OF SOUTHWESTERN
OHIO

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

FIRST ILLINOIS BANK OF EVANSTON,
N. A., not in its individual
capacity but solely as Owner-Trustee

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

LITTON EQUITY INVESTMENTS, INC.

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

GENERAL ELECTRIC CREDIT CORPORATION

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE FIRST NATIONAL BANK AND TRUST
COMPANY OF HAMILTON, now by merger
FIRST NATIONAL BANK OF SOUTHWESTERN
OHIO

[SEAL]

ATTEST: °

By: Richard E. [Signature]

By: William L. Beard

Title: A. P. [Signature]

FIRST ILLINOIS BANK OF EVANSTON,
N. A., not in its individual
capacity but solely as Owner-Trustee

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

LITTON EQUITY INVESTMENTS, INC.

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

GENERAL ELECTRIC CREDIT CORPORATION

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

THE FIRST NATIONAL BANK AND TRUST
COMPANY OF HAMILTON, now by merger
FIRST NATIONAL BANK OF SOUTHWESTERN
OHIO

ATTEST:

By: _____

By: _____

Title: _____

[SEAL]

FIRST ILLINOIS BANK OF EVANSTON,
N. A., not in its individual
capacity but solely as Owner-Trustee

ATTEST:

By: Charles N. Gordon

By: Charles W. Tamm

Title: V.P. & T.O.

CLIENT EXECUTIVE

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
not in its individual capacity but
solely as Owner-Trustee

[SEAL]

ATTEST:

By:

By:

Title: ~~ASSISTANT~~ VICE PRESIDENT

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but
solely as Owner-Trustee

[SEAL]

ATTEST:

By :

By:

Title:

FIRST SECURITY STATE BANK,
not in its individual capacity but
solely as Owner-Trustee

[SEAL]

ATTEST:

By:

By:

Title: ✓ Trust Officer

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
not in its individual capacity but
solely as Owner-Trustee

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but
solely as Owner-Trustee

[SEAL]

ATTEST:

By: Flannery

By: Samuel

Title: John H. H.

FIRST SECURITY STATE BANK,
not in its individual capacity but
solely as Owner-Trustee

[SEAL]

ATTEST:

By: _____

By: _____

Title: _____

CITY OF MONTREAL) ss.:
)

On this 26th day of February, before me personally appeared P. J. Foliot, to me personally known, who, being by me duly sworn, says that he is Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

M. J. Phippard
Commissioner for Oaths, in and
for the Province of Quebec

My Commission expires December 12, 1988

M. J. PHIPPARD
COMMISSIONER FOR OATHS
COMMISSAIRE A L'ASSERMENTATION
DISTRICT - MONTRÉAL

STATE OF ILLINOIS)
COUNTY OF COOK) ss.:
)

On this 20th day of February, 1985, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is President & Chief Executive Officer of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its By-Laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

David J. Walsh
Notary Public

[NOTARIAL SEAL]

My Commission expires

My Commission expires:
November 17, 1989

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SCHEDULE A

Owners and Owner - Trustees

First Illinois Bank of Evanston, N.A.
800 Davis Street
Evanston, Illinois 60204
Attn: Corporate Trust Department

First Security Bank of Utah,
National Association
79 South Main Street
Salt Lake City, Utah 84125
Attn: Trust Division,
Corporate Trust Department

The Connecticut Bank and Trust Company,
National Association
One Constitution Plaza
Hartford, Connecticut 06115
Attn: Corporate Trust Department

First Security State Bank
79 South Main Street
Salt Lake City, Utah 84125
Attn: Trust Division,
Corporate Trust Department

The Bank of New York
48 Wall Street
New York, New York 10015
Attn: Deno D. Papageorge

California First Bank
6th Floor
350 California Street
San Francisco, CA 94104
Attention: C. Robert Jensen

J. P. Morgan Interfunding Corp.
37 Wall Street
New York, New York 10015

Westinghouse Credit Corporation
2000 Oxford Drive, Suite 202,
Bethel Park, PA. 15102
Attention: Manager, Leveraged Leasing

Borg-Warner Leasing Corporation
1355 East Remington Road
Suite J
Schaumburg, Illinois 60195
Attention: Vice President, Leveraged and
Industrial Leasing

Litton Equity Investments, Inc.
Ten Stamford Forum
Stamford, Connecticut 06904
Attention: Vice President - Special
Financing

General Electric Credit Corporation
1600 Summer Street
Stamford, Connecticut 06905
Attention: Manager Operations,
Leasing and Industrial Loans

The Fifth Third Bank
Fifth Third Center
Cincinnati, Ohio 45263

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Crocker National Bank
111 Sutter Street -- 22nd Floor
San Francisco, California 94104
Attention: Special Loans

NB5 Financial Services
5131 Post Road
Dublin, Ohio 43017
Attention: Managing Director

The Wayne County National Bank
of Wooster
c/o NB5 Financial Services
5131 Post Road
Dublin, Ohio 43017
Attention: Managing Director

The Old Phoenix National Bank
of Medina
c/o NB5 Financial Services
5131 Post Road
Dublin, Ohio 43017
Attention: Managing Director

The First National Bank & Trust Co.
of Hamilton, Hamilton, Ohio
c/o NB5 Financial Services
5131 Post Road
Dublin, Ohio 43017
Attention: Managing Director

9

SCHEDULE B

<u>Description</u>	<u>Quantity</u>	<u>Vendee Road Numbers (Inclusive)</u>
50'6", 70-ton capacity gen- eral service boxcar with 10' doors ("RBOX"); AAR Mech. Designation XM	600	CNA 419000- 419599
50'6", 70-ton capacity gen- eral boxcar with 16' combination doors ("ABOX"); AAR Mech. Designation XM	1000	CNA 553000- 553999

SCHEDULE C

- I. From the Commencement date, the Unit Price for each Unit of RBOX Equipment is the sum of the following:

	<u>Month Subsequent to Commencement Date</u>	<u>Daily Rate</u>
a)	1 - 12	\$5.00
	13 - 36	6.00
	37 - 48	7.00
	49 - 72	7.00
	73 - 120	8.00
	121 - 180	9.00

and b) \$8,160.

- II. From the Commencement Date, the Unit Price for each Unit of ABOX Equipment is the sum of the following:

	<u>Month Subsequent to Commencement Date</u>	<u>Daily Rate</u>
a)	1 - 12	\$5.00
	13 - 36	6.00
	37 - 48	7.00
	49 - 72	8.50
	73 - 120	9.00
	121 - 180	9.00

and b) \$6,990.

9

SCHEDULE D

CERTIFICATE OF ACCEPTANCE

To: RAILBOX COMPANY (Vendor)
101 N. Wacker Drive
Chicago, Illinois 60606

From: CANADIAN NATIONAL RAILWAY COMPANY (Vendee)
935 de La Gauchetiere Street West
Montreal, Quebec, Canada H3B 2M9

The undersigned, a duly authorized inspector of Vendee, under Conditional Sale Agreement dated January 1, 1985, with Vendor, does hereby certify that:

Under authority of Vendee, I have inspected and accepted delivery at _____, of the units of railroad equipment specified in Schedule 1 hereto attached and made a part hereof (Units), as conforming in all respects to the terms and provisions of said Conditional Sale Agreement.

Under authority of Vendee, I further certify that by virtue of my said acceptance of said Units the same have, on this date and at the place stated, been conditionally sold to and accepted by Vendee pursuant to the terms and provisions of said Conditional Sale Agreement.

Date: _____

Authorized Inspector

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SCHEDULE D - page 2

SCHEDULE 1
TO
CERTIFICATE OF ACCEPTANCE

Vendor Road
Number

Vendee Road
Number

Date Built

Light Weight

9

SCHEDULE E

Equipment Standards, Specifications, General Condition and Modifications

All Units will be clean and in suitable mechanical condition for Class 'A' merchandise and conform to the specifications referred to in Article 2(f) of the Agreement and to AAR, FRA or RTC requirements prior to being tendered for final inspection and acceptance. Car Components worn to AAR condemnable limit or otherwise defective will be changed out or repaired and all safety appliances will be within acceptable limits, all as prescribed by AAR, FRA, or RTC. Without limiting the generality of the foregoing, under no circumstances shall there be anything less than the normal life cycle remaining on car components not so changed out or repaired.

In order to make Units suitable to handle Class 'A' merchandise, specific attention will be paid to the following items:

- a) Roof will be leakproof and with no flaking paint or dirt on the interior.
- b) Floor surface will be clean, smooth and leakproof. Loose caulking between deckboards will be completely blown out and replaced with new caulking, either rubber butyl caulking or a similar product acceptable to Vendee.
- c) Walls and ends must be straight, smooth and with no flaking paint. Seam welds not to exceed 3/32 inch and deflections not to exceed 1/2 inch.
- d) Doors and door tracks must be straight. Doors must be repaired, adjusted and lubricated and shall be leakproof and in hand operable condition.
- e) Units shall be subject to and shall pass a single car air brake test and shall be stenciled accordingly.
- f) Cars equipped with bearings other than Brenco bearings are preferred with the right being hereby reserved to reject cars with Brenco bearings in favor of those with bearings of other suitable manufacturers.
- g) All other work required to comply with regulatory requirements and to prepare cars for Class 'A' merchandise must be carried out including renewal of loose or missing bolts, cleaning of car interior, and correction of any other deficiencies.
- h) All above work to be carried out in an AAR approved manner at Vendor's expense.

9

SCHEDULE F

<u>FOR PAYMENT DATES:</u>		<u>CASUALTY VALUES:</u>	
<u>Beginning on:</u>	<u>Ending on:</u>	<u>ABOX CARS</u>	<u>RBOX CARS</u>
March 1, 1985	Feb. 1, 1986	U.S. \$19,372	U.S. \$27,100
March 1, 1986	Feb. 1, 1987	19,891	24,250
March 1, 1987	Feb. 1, 1988	20,300	21,600
March 1, 1988	Feb. 1, 1989	20,560	19,093
March 1, 1989	Feb. 1, 1990	20,358	18,998
March 1, 1990	Feb. 1, 1991	19,862	18,896
March 1, 1991	Feb. 1, 1992	19,195	18,576
March 1, 1992	Feb. 1, 1993	18,346	18,029
March 1, 1993	Feb. 1, 1994	17,371	17,399
March 1, 1994	Feb. 1, 1995	16,270	16,690
March 1, 1995	Feb. 1, 1996	15,019	15,679
March 1, 1996	Feb. 1, 1997	13,596	14,346
March 1, 1997	Feb. 1, 1998	11,969	12,822
March 1, 1998	Feb. 1, 1999	10,126	11,096
March 1, 1999	Feb. 1, 2000	8,031	9,134

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.:

On this 5th day of March, 1985, I have personally compared the foregoing instrument with the original thereof, and found said copy to be complete and identical in all respects to the original.

[SEAL]

My Commission Expires:

Karen H. Thurber
Signature of Notary Public

My Commission Expires November 15, 1988

SCHEDULE A

STATEMENT OF CAR NUMBERS

1101 50' 6" 70 Ton Boxcars

AAR MECHANICAL DESIGNATION XM

<u>OLD NO.</u>	<u>NEW NO.</u>
RBOX 035750	- CNA 419337
RBOX 035751	- CNA 419342
RBOX 035752	- CNA 419311
RBOX 035756	- CNA 419394
RBOX 035758	- CNA 419526
RBOX 035759	- CNA 419320
RBOX 035763	- CNA 419351
RBOX 035768	- CNA 419326
RBOX 035770	- CNA 419345
RBOX 035773	- CNA 419386
RBOX 035777	- CNA 419383
RBOX 035783	- CNA 419352
RBOX 035787	- CNA 419355
RBOX 035788	- CNA 419333
RBOX 035789	- CNA 419530
RBOX 035791	- CNA 419384
RBOX 035794	- CNA 419341
RBOX 035796	- CNA 419304
RBOX 035797	- CNA 419527
RBOX 035798	- CNA 419525
RBOX 035799	- CNA 419375
RBOX 035801	- CNA 419358
RBOX 035802	- CNA 419393
RBOX 035804	- CNA 419346
RBOX 035805	- CNA 419354
RBOX 035807	- CNA 419309
RBOX 035815	- CNA 419338
RBOX 035817	- CNA 419325
RBOX 035818	- CNA 419380
RBOX 035822	- CNA 419395
RBOX 035823	- CNA 419356
RBOX 035832	- CNA 419378
RBOX 035836	- CNA 419301
RBOX 035839	- CNA 419373

OLD NO.		NEW NO.
RBOX	035841	- CNA 419382
RBOX	035845	- CNA 419392
RBOX	035846	- CNA 419318
RBOX	035847	- CNA 419381
RBOX	035851	- CNA 419329
RBOX	035852	- CNA 419399
RBOX	035857	- CNA 419334
RBOX	035861	- CNA 419376
RBOX	035862	- CNA 419313
RBOX	035864	- CNA 419374
RBOX	035867	- CNA 419328
RBOX	035868	- CNA 419344
RBOX	035869	- CNA 419362
RBOX	035870	- CNA 419350
RBOX	035871	- CNA 419529
RBOX	035872	- CNA 419385
RBOX	035875	- CNA 419365
RBOX	035877	- CNA 419372
RBOX	035879	- CNA 419357
RBOX	035884	- CNA 419367
RBOX	035888	- CNA 419391
RBOX	035894	- CNA 419397
RBOX	035896	- CNA 419368
RBOX	035897	- CNA 419332
RBOX	035898	- CNA 419308
RBOX	035899	- CNA 419360
RBOX	035900	- CNA 419321
RBOX	035904	- CNA 419388
RBOX	035906	- CNA 419349
RBOX	035909	- CNA 419310
RBOX	035910	- CNA 419316
RBOX	035911	- CNA 419353
RBOX	035915	- CNA 419340
RBOX	035917	- CNA 419300
RBOX	035919	- CNA 419322
RBOX	035922	- CNA 419327
RBOX	035923	- CNA 419315
RBOX	035924	- CNA 419363
RBOX	035925	- CNA 419377
RBOX	035927	- CNA 419387
RBOX	035932	- CNA 419302
RBOX	035934	- CNA 419366
RBOX	035935	- CNA 419379
RBOX	035936	- CNA 419330
RBOX	035937	- CNA 419398
RBOX	035939	- CNA 419390
RBOX	035940	- CNA 419528
RBOX	035941	- CNA 419323
RBOX	035944	- CNA 419303
RBOX	035948	- CNA 419336
RBOX	035950	- CNA 419371

OLD NO.		NEW NO.
RBOX	035953	-CNA 419317
RBOX	035956	- CNA 419319
RBOX	035958	- CNA 419314
RBOX	035962	- CNA 419331
RBOX	035963	-CNA 419312
RBOX	035965	- CNA 419396
RBOX	035967	- CNA 419370
RBOX	035969	- CNA 419361
RBOX	035973	-CNA 419306
RBOX	035974	- CNA 419364
RBOX	035975	-CNA 419307
RBOX	035978	- CNA 419324
RBOX	035979	- CNA 419339
RBOX	035983	- CNA 419369
RBOX	035985	- CNA 419389
RBOX	035987	- CNA 419359
RBOX	035993	- CNA 419347
RBOX	035995	-CNA 419305
RBOX	035996	- CNA 419335
RBOX	035997	- CNA 419348
RBOX	035999	- CNA 419343
X		
RBOX	037750	- CNA 419034
RBOX	037751	- CNA 419087
RBOX	037756	- CNA 419394
RBOX	037757	- CNA 419025
RBOX	037763	-CNA 419027
RBOX	037766	- CNA 419065
RBOX	037771	- CNA 419049
RBOX	037774	- CNA 419064
RBOX	037778	- CNA 419057
RBOX	037781	- CNA 419029
RBOX	037782	-CNA 419009
RBOX	037783	-CNA 419012
RBOX	037784	-CNA 419026
RBOX	037785	-CNA 419011
RBOX	037787	-CNA 419008
RBOX	037790	- CNA 419072
RBOX	037795	- CNA 419047
RBOX	037803	- CNA 419041
RBOX	037806	- CNA 419063
RBOX	037814	- CNA 419054
RBOX	037816	- CNA 419060
RBOX	037823	- CNA 419059
RBOX	037824	-CNA 419014
RBOX	037827	-CNA 419022
RBOX	037828	- CNA 419039
RBOX	037829	- CNA 419081
RBOX	037830	- CNA 419036
RBOX	037831	- CNA 419068

OLD NO.		NEW NO.
RBOX	037833	- CNA 419090
RBOX	037837	- CNA 419048
RBOX	037840	-CNA 419015
RBOX	037844	-CNA 419005
RBOX	037846	- CNA 419080
RBOX	037847	-CNA 419002
RBOX	037848	- CNA 419076
RBOX	037850	-CNA 419020
RBOX	037853	- CNA 419045
RBOX	037854	- CNA 419061
RBOX	037855	- CNA 419071
RBOX	037859	-CNA 419024
RBOX	037862	-CNA 419021
RBOX	037863	- CNA 419051
RBOX	037866	-CNA 419010
RBOX	037867	- CNA 419053
RBOX	037868	- CNA 419086
RBOX	037870	- CNA 419037
RBOX	037872	- CNA 419074
RBOX	037874	- CNA 419073
RBOX	037876	- CNA 419062
RBOX	037881	- CNA 419038
RBOX	037886	- CNA 419082
RBOX	037889	-CNA 419016
RBOX	037890	- CNA 419084
RBOX	037891	- CNA 419075
RBOX	037898	- CNA 419044
RBOX	037901	- CNA 419058
RBOX	037906	- CNA 419033
RBOX	037908	- CNA 419050
RBOX	037909	- CNA 419028
RBOX	037911	- CNA 419067
RBOX	037913	- CNA 419070
RBOX	037914	- CNA 419031
RBOX	037915	- CNA 419083
RBOX	037923	-CNA 419023
RBOX	037924	- CNA 419030
RBOX	037925	-CNA 419017
RBOX	037928	- CNA 419046
RBOX	037930	- CNA 419040
RBOX	037932	-CNA 419013
RBOX	037935	-CNA 419004
RBOX	037944	- CNA 419091
RBOX	037946	- CNA 419035
RBOX	037948	- CNA 419066
RBOX	037949	- CNA 419042
RBOX	037952	- CNA 419069
RBOX	037953	- CNA 419055
RBOX	037954	-CNA 419018
RBOX	037959	- CNA 419043
RBOX	037961	-CNA 419019

OLD NO.

NEW NO.

RBOX 037964	-CNA 419006
RBOX 037965	- CNA 419079
RBOX 037968	- CNA 419088
RBOX 037974	- CNA 419077
RBOX 037977	- CNA 419085
RBOX 037978	- CNA 419052
RBOX 037979	- CNA 419078
RBOX 037980	- CNA 419056
RBOX 037981	- CNA 419089
RBOX 037982	-CNA 419003
RBOX 037988	- CNA 419032
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
RBOX 040650	- CNA 419585
RBOX 040651	- CNA 419587
RBOX 040653	- CNA 419586
RBOX 040654	- CNA 419569
RBOX 040657	- CNA 419566
RBOX 040658	- CNA 419582
RBOX 040660	- CNA 419577
RBOX 040661	- CNA 419583
RBOX 040665	-CNA 419598
RBOX 040666	- CNA 419565
RBOX 040668	- CNA 419584
RBOX 040671	- CNA 419554
RBOX 040673	- CNA 419592
RBOX 040676	- CNA 419563
RBOX 040677	- CNA 419578
RBOX 040680	- CNA 419567
RBOX 040681	- CNA 419594
RBOX 040682	- CNA 419575
RBOX 040687	- CNA 419596
RBOX 040688	- CNA 419591
RBOX 040691	- CNA 419572
RBOX 040692	- CNA 419562
RBOX 040694	- CNA 419570
RBOX 040695	- CNA 419581
RBOX 040696	- CNA 419580
RBOX 040697	- CNA 419560
RBOX 040701	- CNA 419574
RBOX 040702	- CNA 419579
RBOX 040705	- CNA 419556
RBOX 040710	- CNA 419590
RBOX 040716	- CNA 419595
RBOX 040717	-CNA 419599
RBOX 040719	- CNA 419555
RBOX 040721	- CNA 419573
RBOX 040722	- CNA 419557
RBOX 040726	-CNA 419564
RBOX 040727	- CNA 419571

<u>OLD NO.</u>	<u>NEW NO.</u>
RBOX 040729	- CNA 419597
RBOX 040730	- CNA 419559
RBOX 040737	- CNA 419576
RBOX 040738	- CNA 419558
RBOX 040741	- CNA 419568
RBOX 040743	- CNA 419593
RBOX 040745	- CNA 419561
RBOX 040747	- CNA 419589
RBOX 040748	- CNA 419588
RBOX 040753	- CNA 419452
RBOX 040754	- CNA 419168
RBOX 040755	- CNA 419473
RBOX 040757	- CNA 419491
RBOX 040760	- CNA 419199
RBOX 040761	- CNA 419119
RBOX 040762	- CNA 419481
RBOX 040763	- CNA 419253
RBOX 040766	- CNA 419505
RBOX 040768	- CNA 419279
RBOX 040770	- CNA 419123
RBOX 040771	- CNA 419513
RBOX 040774	- CNA 419504
RBOX 040775	- CNA 419441
RBOX 040777	- CNA 419113
RBOX 040778	- CNA 419130
RBOX 040781	- CNA 419154
RBOX 040782	- CNA 419288
RBOX 040783	- CNA 419102
RBOX 040786	- CNA 419415
RBOX 040788	- CNA 419106
RBOX 040796	- CNA 419472
RBOX 040798	- CNA 419293
RBOX 040801	- CNA 419412
RBOX 040802	- CNA 419190
RBOX 040803	- CNA 419428
RBOX 040806	- CNA 419422
RBOX 040810	- CNA 419254
RBOX 040811	- CNA 419202
RBOX 040815	- CNA 419229
RBOX 040817	- CNA 419166
RBOX 040818	- CNA 419494
RBOX 040828	- CNA 419466
RBOX 040830	- CNA 419136
RBOX 040831	- CNA 419200
RBOX 040834	- CNA 419247
RBOX 040840	- CNA 419506
RBOX 040842	- CNA 419299
RBOX 040850	- CNA 419289
RBOX 040855	- CNA 419135
RBOX 040856	- CNA 419507
RBOX 040863	- CNA 419155

OLD NO.

NEW NO.

RBOX 040865	- CNA 419497
RBOX 040867	-CNA 419222
RBOX 040868	-CNA 419172
RBOX 040869	-CNA 419173
RBOX 040873	- CNA 419192
RBOX 040874	- CNA 419462
RBOX 040876	- CNA 419438
RBOX 040877	-CNA 419139
RBOX 040880	- CNA 419242
RBOX 040891	-CNA 419467
RBOX 040894	- CNA 419492
RBOX 040903	- CNA 419413
RBOX 040904	- CNA 419213
RBOX 040906	- CNA 419235
RBOX 040908	- CNA 419238
RBOX 040914	-CNA 419114
RBOX 040916	-CNA 419120
RBOX 040917	- CNA 419470
RBOX 040918	- CNA 419264
RBOX 040920	- CNA 419440
RBOX 040921	-CNA 419129
RBOX 040923	- CNA 419297
RBOX 040934	-CNA 419186
RBOX 040938	-CNA 419157
RBOX 040940	- CNA 419246
RBOX 040941	- CNA 419209
RBOX 040946	- CNA 419480
RBOX 040947	- CNA 419291
RBOX 040948	- CNA 419405
RBOX 040952	- CNA 419255
RBOX 040959	- CNA 419227
RBOX 040962	- CNA 419193
RBOX 040963	- CNA 419479
RBOX 040966	- CNA 419185
RBOX 040971	- CNA 419240
RBOX 040975	- CNA 419234
RBOX 040977	- CNA 419409
RBOX 040981	- CNA 419265
RBOX 040982	- CNA 419187
RBOX 040984	- CNA 419196
RBOX 040985	- CNA 419459
RBOX 040987	- CNA 419298
RBOX 040988	- CNA 419268
RBOX 040992	- CNA 419489
RBOX 040993	- CNA 419266
RBOX 040994	-CNA 419231
RBOX 040997	- CNA 419250
RBOX 040998	-CNA 419124
RBOX 041001	- CNA 419498
RBOX 041002	- CNA 419456
RBOX 041011	- CNA 419447

<u>OLD NO.</u>	<u>NEW NO.</u>
RBOX 041012	- CNA 419180
RBOX 041020	- CNA 419443
RBOX 041021	- CNA 419218
RBOX 041022	- CNA 419503
RBOX 041026	- CNA 419134
RBOX 041030	- CNA 419434
RBOX 041033	- CNA 419437
RBOX 041036	- CNA 419181
RBOX 041037	- CNA 419469
RBOX 041040	- CNA 419465
RBOX 041044	- CNA 419141
RBOX 041045	- CNA 419159
RBOX 041049	- CNA 419263
RBOX 041050	- CNA 419410
RBOX 041052	- CNA 419248
RBOX 041056	- CNA 419445
RBOX 041063	- CNA 419138
RBOX 041065	- CNA 419182
RBOX 041069	- CNA 419431
RBOX 041071	- CNA 419145
RBOX 041076	- CNA 419490
RBOX 041077	- CNA 419485
RBOX 041079	- CNA 419107
RBOX 041082	- CNA 419105
RBOX 041084	- CNA 419408
RBOX 041085	- CNA 419509
RBOX 041086	- CNA 419175
RBOX 041088	- CNA 419152
RBOX 041089	- CNA 419450
RBOX 041092	- CNA 419286
RBOX 041095	- CNA 419430
RBOX 041096	- CNA 419160
RBOX 041098	- CNA 419103
RBOX 041101	- CNA 419400
RBOX 041107	- CNA 419219
RBOX 041108	- CNA 419502
RBOX 041109	- CNA 419164
RBOX 041110	- CNA 419401
RBOX 041112	- CNA 419178
RBOX 041120	- CNA 419161
RBOX 041124	- CNA 419179
RBOX 041129	- CNA 419131
RBOX 041132	- CNA 419109
RBOX 041133	- CNA 419140
RBOX 041137	- CNA 419128
RBOX 041138	- CNA 419208
RBOX 041139	- CNA 419148
RBOX 041141	- CNA 419223
RBOX 041143	- CNA 419436
RBOX 041148	- CNA 419488
RBOX 041149	- CNA 419429

<u>OLD NO.</u>	<u>NEW NO.</u>
RBOX 041152	- CNA 419290
RBOX 041154	-CNA 419195
RBOX 041156	- CNA 419270
RBOX 041159	- CNA 419451
RBOX 041160	-CNA 419224
RBOX 041162	- CNA 419444
RBOX 041164	- CNA 419287
RBOX 041165	- CNA 419508
RBOX 041168	- CNA 419454
RBOX 041171	-CNA 419144
RBOX 041173	-CNA 419142
RBOX 041174	- CNA 419174
RBOX 041177	- CNA 419284
RBOX 041183	- CNA 419464
RBOX 041186	-CNA 419149
RBOX 041187	- CNA 419262
RBOX 041189	- CNA 419478
RBOX 041193	-CNA 419108
RBOX 041197	- CNA 419457
RBOX 041199	- CNA 419220
RBOX 041201	- CNA 419252
RBOX 041204	-CNA 419125
RBOX 041207	- CNA 419420
RBOX 041208	- CNA 419216
RBOX 041209	- CNA 419462
RBOX 041212	--CNA 419133
RBOX 041213	- CNA 419251
RBOX 041217	- CNA 419184
RBOX 041219	- CNA 419188
RBOX 041221	- CNA 419512
RBOX 041223	-CNA 419111
RBOX 041227	-CNA 419132
RBOX 041228	-CNA 419228
RBOX 041232	- CNA 419295
RBOX 041233	-CNA 419163
RBOX 041234	- CNA 419217
RBOX 041242	- CNA 419243
RBOX 041246	- CNA 419232
RBOX 041247	- CNA 419257
RBOX 041248	-CNA 419170
RBOX 041249	-CNA 419162
RBOX 041251	-CNA 419201
RBOX 041256	- CNA 419239
RBOX 041260	- CNA 419215
RBOX 041264	- CNA 419474
RBOX 041265	- CNA 419277
RBOX 041268	- CNA 419296
RBOX 041271	- CNA 419446
RBOX 041272	- CNA 419414
RBOX 041274	- CNA 419411
RBOX 041278	-CNA 419146

<u>OLD NO.</u>		<u>NEW NO.</u>
RBOX	041279	- CNA 419425
RBOX	041281	- CNA 419121
RBOX	041284	- CNA 419259
RBOX	041285	- CNA 419158
RBOX	041287	- CNA 419225
RBOX	041288	- CNA 419143
RBOX	041290	- CNA 419500
RBOX	041293	- CNA 419261
RBOX	041294	- CNA 419126
RBOX	041295	- CNA 419230
RBOX	041296	- CNA 419244
RBOX	041297	- CNA 419511
RBOX	041300	- CNA 419197
RBOX	041301	- CNA 419206
RBOX	041302	- CNA 419460
RBOX	041303	- CNA 419236
RBOX	041304	- CNA 419496
RBOX	041307	- CNA 419427
RBOX	041308	- CNA 419237
RBOX	041313	- CNA 419115
RBOX	041315	- CNA 419424
RBOX	041317	- CNA 419151
RBOX	041320	- CNA 419418
RBOX	041322	- CNA 419449
RBOX	041324	- CNA 419156
RBOX	041325	- CNA 419241
RBOX	041326	- CNA 419285
RBOX	041329	- CNA 419439
RBOX	041330	- CNA 419499
RBOX	041336	- CNA 419260
RBOX	041338	- CNA 419448
RBOX	041344	- CNA 419292
RBOX	041347	- CNA 419419
RBOX	041348	- CNA 419272
RBOX	041353	- CNA 419442
RBOX	041354	- CNA 419421
RBOX	041362	- CNA 419194
RBOX	041365	- CNA 419176
RBOX	041366	- CNA 419212
RBOX	041367	- CNA 419402
RBOX	041368	- CNA 419226
RBOX	041371	- CNA 419514
RBOX	041373	- CNA 419487
RBOX	041376	- CNA 419211
RBOX	041382	- CNA 419198
RBOX	041383	- CNA 419203
RBOX	041391	- CNA 419191
RBOX	041392	- CNA 419189
RBOX	041399	- CNA 419153
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RBOX	043451	- CNA 419278

OLD NO.	NEW NO.
RBOX 043452	1 - CNA 419104
RBOX 043455	1 - CNA 419204
RBOX 043457	- CNA 419249
RBOX 043460	- CNA 419458
RBOX 043464	- CNA 419483
RBOX 043465	- CNA 419476
RBOX 043466	- CNA 419477
RBOX 043470	- CNA 419207
RBOX 043471	- CNA 419455
RBOX 043472	- CNA 419233
RBOX 043474	- CNA 419283
RBOX 043475	- CNA 419274
RBOX 043477	- CNA 419404
RBOX 043478	- CNA 419433
RBOX 043480	- CNA 419137
RBOX 043485	- CNA 419468
RBOX 043487	- CNA 419210
RBOX 043491	- CNA 419426
RBOX 043494	- CNA 419294
RBOX 043501	- CNA 419171
RBOX 043504	- CNA 419258
RBOX 043507	- CNA 419471
RBOX 043509	- CNA 419205
RBOX 043512	- CNA 419177
RBOX 043515	- CNA 419484
RBOX 043517	- CNA 419407
RBOX 043519	- CNA 419214
RBOX 043522	- CNA 419110
RBOX 043531	- CNA 419267
RBOX 043533	- CNA 419112
RBOX 043534	- CNA 419406
RBOX 043876	- CNA 419403
RBOX 043877	- CNA 419118
RBOX 043880	- CNA 419271
RBOX 043881	- CNA 419495
RBOX 043882	- CNA 419167
RBOX 043883	- CNA 419221
RBOX 043885	- CNA 419493
RBOX 043886	- CNA 419150
RBOX 043894	- CNA 419275
RBOX 043895	- CNA 419501
RBOX 043899	- CNA 419515
RBOX 043904	- CNA 419435
RBOX 043905	- CNA 419280
RBOX 043906	- CNA 419453
RBOX 043907	- CNA 419127
RBOX 043909	- CNA 419282
RBOX 043911	- CNA 419273
RBOX 043913	- CNA 419417
RBOX 043914	- CNA 419281
RBOX 043915	- CNA 419116

OLD NO.		NEW NO.	
RBOX	043918	-	CNA 419147
RBOX	043919	-	CNA 419475
RBOX	043920	-	CNA 419423
RBOX	043921	-	CNA 419269
RBOX	043923	-	CNA 419486
RBOX	043924	-	CNA 419432
RBOX	043925	-	CNA 419276
RBOX	043928	-	CNA 419510
RBOX	043931	-	CNA 419416
RBOX	043932	-	CNA 419245
RBOX	043933	-	CNA 419165
RBOX	043936	-	CNA 419463
RBOX	043938	-	CNA 419461
RBOX	043942	-	CNA 419183
RBOX	043944	-	CNA 419122
RBOX	043947	-	CNA 419169
RBOX	043949	-	CNA 419256
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OLD NO.		NEW NO.	
ABOX	050160	-	CNA 553893
ABOX	050162	-	CNA 553971
ABOX	050164	-	CNA 553998
ABOX	050166	-	CNA 553980
ABOX	050168	-	CNA 553956
ABOX	050169	-	CNA 553988
ABOX	050170	-	CNA 553993
ABOX	050173	-	CNA 553920
ABOX	050175	-	CNA 553886
ABOX	050176	-	CNA 553948
ABOX	050177	-	CNA 553997
ABOX	050178	-	CNA 553934
ABOX	050180	-	CNA 553959
ABOX	050181	-	CNA 553957
ABOX	050187	-	CNA 553958
ABOX	050188	-	CNA 553882
ABOX	050190	-	CNA 553965
ABOX	050192	-	CNA 553975
ABOX	050193	-	CNA 553973
ABOX	050194	-	CNA 553922
ABOX	050196	-	CNA 553938
ABOX	050198	-	CNA 553916
ABOX	050199	-	CNA 553896
ABOX	050200	-	CNA 553880
ABOX	050201	-	CNA 553887
ABOX	050202	-	CNA 553903
ABOX	050203	-	CNA 553904
ABOX	050209	-	CNA 553939
ABOX	050210	-	CNA 553994
ABOX	050211	-	CNA 553908
ABOX	050212	-	CNA 553946
ABOX	050214	-	CNA 553989
ABOX	050215	-	CNA 553986
ABOX	050219	-	CNA 553991
ABOX	050221	-	CNA 553902
ABOX	050223	-	CNA 553947
ABOX	050225	-	CNA 553977
ABOX	050228	-	CNA 553944
ABOX	050229	-	CNA 553875
ABOX	050232	-	CNA 553884
ABOX	050233	-	CNA 553941
ABOX	050237	-	CNA 553919
ABOX	050238	-	CNA 553960
ABOX	050239	-	CNA 553917
ABOX	050240	-	CNA 553915
ABOX	050245	-	CNA 553898
ABOX	050247	-	CNA 553888
ABOX	050248	-	CNA 553972
ABOX	050250	-	CNA 553883
ABOX	050252	-	CNA 553943
ABOX	050254	-	CNA 553962

<u>OLD NO.</u>		<u>NEW NO.</u>
ABOX	050256	- CNA 553906
ABOX	050257	- CNA 553929
ABOX	050258	- CNA 553899
ABOX	050262	- CNA 553926
ABOX	050265	- CNA 553891
ABOX	050266	- CNA 553881
ABOX	050268	- CNA 553914
ABOX	050270	- CNA 553995
ABOX	050271	- CNA 553976
ABOX	050277	- CNA 553987
ABOX	050278	- CNA 553889
ABOX	050279	- CNA 553936
ABOX	050280	- CNA 553931
ABOX	050282	- CNA 553897
ABOX	050284	- CNA 553927
ABOX	050285	- CNA 553907
ABOX	050286	- CNA 553885
ABOX	050290	- CNA 553935
ABOX	050293	- CNA 553930
ABOX	050294	- CNA 553940
ABOX	050295	- CNA 553894
ABOX	050297	- CNA 553924
ABOX	050298	- CNA 553945
ABOX	050301	- CNA 553879
ABOX	050305	- CNA 553928
ABOX	050307	- CNA 553910
ABOX	050310	- CNA 553969
ABOX	050314	- CNA 553901
ABOX	050316	- CNA 553923
ABOX	050319	- CNA 553966
ABOX	050322	- CNA 553999
ABOX	050324	- CNA 553918
ABOX	050325	- CNA 553921
ABOX	050327	- CNA 553877
ABOX	050328	- CNA 553942
ABOX	050329	- CNA 553890
ABOX	050330	- CNA 553979
ABOX	050332	- CNA 553932
ABOX	050333	- CNA 553961
ABOX	050338	- CNA 553974
ABOX	050339	- CNA 553873
ABOX	050340	- CNA 553912
ABOX	050341	- CNA 553911
ABOX	050343	- CNA 553874
ABOX	050345	- CNA 553933
ABOX	050346	- CNA 553981
ABOX	050347	- CNA 553909
ABOX	050348	- CNA 553992
ABOX	050354	- CNA 553983
ABOX	050355	- CNA 553963
ABOX	050357	- CNA 553913

OLD NO.		NEW NO.	
ABOX	050358	-	CNA 553878
ABOX	050359	-	CNA 553954
ABOX	050364	-	CNA 553955
ABOX	050366	-	CNA 553950
ABOX	050367	-	CNA 553876
ABOX	050368	-	CNA 553895
ABOX	050369	-	CNA 553985
ABOX	050370	-	CNA 553949
ABOX	050372	-	CNA 553952
ABOX	050374	-	CNA 553968
ABOX	050376	-	CNA 553978
ABOX	050377	-	CNA 553967
ABOX	050378	-	CNA 553951
ABOX	050382	-	CNA 553984
ABOX	050383	-	CNA 553964
ABOX	050384	-	CNA 553982
ABOX	050388	-	CNA 553953
ABOX	050389	-	CNA 553892
ABOX	050390	-	CNA 553905
ABOX	050392	-	CNA 553900
ABOX	050393	-	CNA 553996
ABOX	050394	-	CNA 553970
ABOX	050396	-	CNA 553937
ABOX	050398	-	CNA 553925
ABOX	050609	-	CNA 553417
ABOX	050610	-	CNA 553005
ABOX	050626	-	CNA 553244
ABOX	050628	-	CNA 553318
ABOX	050629	-	CNA 553248
ABOX	050630	-	CNA 553178
ABOX	050631	-	CNA 553052
ABOX	050634	-	CNA 553117
ABOX	050637	-	CNA 553245
ABOX	050638	-	CNA 553026
ABOX	050641	-	CNA 553093
ABOX	050642	-	CNA 553341
ABOX	050645	-	CNA 553146
ABOX	050646	-	CNA 553258
ABOX	050647	-	CNA 553328
ABOX	050648	-	CNA 553201
ABOX	050649	-	CNA 553273
ABOX	050654	-	CNA 553189
ABOX	050655	-	CNA 553126
ABOX	050659	-	CNA 553265
ABOX	050663	-	CNA 553236
ABOX	050664	-	CNA 553177
ABOX	050665	-	CNA 553271
ABOX	050666	-	CNA 553364
ABOX	050667	-	CNA 553393
ABOX	050673	-	CNA 553413
ABOX	050674	-	CNA 553269

OLD NO.		NEW NO.	
ABOX	050676	-	CNA 553168
ABOX	050677	-	CNA 553031
ABOX	050678	-	CNA 553035
ABOX	050679	-	CNA 553284
ABOX	050680	-	CNA 553233
ABOX	050683	-	CNA 553276
ABOX	050689	-	CNA 553326
ABOX	050690	-	CNA 553306
ABOX	050691	-	CNA 553317
ABOX	050692	-	CNA 553369
ABOX	050693	-	CNA 553047
ABOX	050695	-	CNA 553221
ABOX	050697	-	CNA 553294
ABOX	050698	-	CNA 553303
ABOX	050703	-	CNA 553339
ABOX	050704	-	CNA 553162
ABOX	050705	-	CNA 553123
ABOX	050706	-	CNA 553014
ABOX	050707	-	CNA 553419
ABOX	050708	-	CNA 553209
ABOX	050709	-	CNA 553145
ABOX	050711	-	CNA 553385
ABOX	050712	-	CNA 553049
ABOX	050713	-	CNA 553214
ABOX	050714	-	CNA 553085
ABOX	050717	-	CNA 553095
ABOX	050721	-	CNA 553331
ABOX	050722	-	CNA 553382
ABOX	050724	-	CNA 553180
ABOX	050725	-	CNA 553184
ABOX	050729	-	CNA 553071
ABOX	050731	-	CNA 553386
ABOX	050732	-	CNA 553077
ABOX	050734	-	CNA 553283
ABOX	050735	-	CNA 553027
ABOX	050736	-	CNA 553366
ABOX	050738	-	CNA 553286
ABOX	050739	-	CNA 553404
ABOX	050740	-	CNA 553170
ABOX	050741	-	CNA 553203
ABOX	050744	-	CNA 553243
ABOX	050745	-	CNA 553250
ABOX	050746	-	CNA 553349
ABOX	050751	-	CNA 553038
ABOX	050755	-	CNA 553396
ABOX	050757	-	CNA 553182
ABOX	050759	-	CNA 553056
ABOX	050761	-	CNA 553290
ABOX	050764	-	CNA 553313
ABOX	050766	-	CNA 553012
ABOX	050767	-	CNA 553110

OLD NO.		NEW NO.
ABOX	050768	- CNA 553183
ABOX	050769	- CNA 553266
ABOX	050771	- CNA 553361
ABOX	050772	- CNA 553261
ABOX	050773	- CNA 553075
ABOX	050775	- CNA 553169
ABOX	050776	- CNA 553089
ABOX	050777	- CNA 553113
ABOX	050780	- CNA 553036
ABOX	050781	- CNA 553194
ABOX	050782	- CNA 553129
ABOX	050785	- CNA 553030
ABOX	050787	- CNA 553084
ABOX	050789	- CNA 553272
ABOX	050793	- CNA 553251
ABOX	050794	- CNA 553074
ABOX	050795	- CNA 553402
ABOX	050797	- CNA 553408
ABOX	050799	- CNA 553216
ABOX	050802	- CNA 553160
ABOX	050803	- CNA 553229
ABOX	050804	- CNA 553296
ABOX	050806	- CNA 553378
ABOX	050807	- CNA 553222
ABOX	050808	- CNA 553105
ABOX	050809	- CNA 553100
ABOX	050810	- CNA 553268
ABOX	050811	- CNA 553148
ABOX	050816	- CNA 553398
ABOX	050860	- CNA 553344
ABOX	050868	- CNA 553416
ABOX	050874	- CNA 553174
ABOX	050875	- CNA 553022
ABOX	050879	- CNA 553315
ABOX	050882	- CNA 553091
ABOX	050883	- CNA 553304
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ABOX	050889	- CNA 553278
ABOX	050891	- CNA 553048
ABOX	050892	- CNA 553079
ABOX	050893	- CNA 553094
ABOX	050897	- CNA 553392
ABOX	050900	- CNA 553193
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ABOX	050903	- CNA 553279
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ABOX 050924	- CNA 553257
ABOX 050925	- CNA 553383
ABOX 050926	- CNA 553213
ABOX 050928	- CNA 553028
ABOX 050929	- CNA 553274
ABOX 050930	- CNA 553322
ABOX 050931	- CNA 553300
ABOX 050935	- CNA 553202
ABOX 050936	- CNA 553127
ABOX 050937	- CNA 553092
ABOX 050938	- CNA 553255
ABOX 050941	- CNA 553371
ABOX 050943	- CNA 553285
ABOX 050944	- CNA 553353
ABOX 050946	- CNA 553280
ABOX 050948	- CNA 553102
ABOX 050949	- CNA 553399
ABOX 050950	- CNA 553103
ABOX 050951	- CNA 553063
ABOX 050952	- CNA 553114
ABOX 050955	- CNA 553139
ABOX 050956	- CNA 553238
ABOX 050957	- CNA 553096
ABOX 050958	- CNA 553188
ABOX 050960	- CNA 553135
ABOX 050961	- CNA 553253
ABOX 050962	- CNA 553390
ABOX 050963	- CNA 553141
ABOX 050966	- CNA 553337
ABOX 050970	- CNA 553346
ABOX 050971	- CNA 553249
ABOX 050974	- CNA 553175
ABOX 050975	- CNA 553080
ABOX 050976	- CNA 553136
ABOX 050979	- CNA 553067
ABOX 050981	- CNA 553152
ABOX 050982	- CNA 553411
ABOX 050984	- CNA 553199
ABOX 050985	- CNA 553335
ABOX 050986	- CNA 553155
ABOX 050987	- CNA 553204
ABOX 050989	- CNA 553133
ABOX 050991	- CNA 553166
ABOX 050992	- CNA 553384
ABOX 050993	- CNA 553218
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ABOX	051409	-	CNA 553034
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ABOX	051416	-	CNA 553147
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ABOX	051422	-	CNA 553143
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ABOX	051425	-	CNA 553380
ABOX	051426	-	CNA 553062
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ABOX	051428	-	CNA 553195
ABOX	051432	-	CNA 553039
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ABOX	051441	-	CNA 553088
ABOX	051443	-	CNA 553338
ABOX	051444	-	CNA 553235
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ABOX	051449	-	CNA 553130
ABOX	051450	-	CNA 553142
ABOX	051451	-	CNA 553370
ABOX	051452	-	CNA 553311
ABOX	051454	-	CNA 553058
ABOX	051455	-	CNA 553164
ABOX	051457	-	CNA 553301
ABOX	051459	-	CNA 553206
ABOX	051461	-	CNA 553116
ABOX	051463	-	CNA 553360
ABOX	051464	-	CNA 553298
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ABOX	051468	-	CNA 553342
ABOX	051469	-	CNA 553394
ABOX	051471	-	CNA 553158
ABOX	051472	-	CNA 553025
ABOX	051473	-	CNA 553406
ABOX	051475	-	CNA 553365
ABOX	051477	-	CNA 553190
ABOX	051480	-	CNA 553086
ABOX	051482	-	CNA 553359
ABOX	051485	-	CNA 553066

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ABOX	051494	-	CNA 553001
ABOX	051495	-	CNA 553358
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ABOX	051500	-	CNA 553021
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ABOX	051505	-	CNA 553154
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ABOX	051509	-	CNA 553231
ABOX	051511	-	CNA 553240
ABOX	051513	-	CNA 553070
ABOX	051514	-	CNA 553232
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ABOX	051517	-	CNA 553334
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ABOX	051522	-	CNA 553000
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ABOX	051529	-	CNA 553004
ABOX	051530	-	CNA 553006
ABOX	051531	-	CNA 553013
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ABOX	051560	-	CNA 553109

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ABOX 051564	- CNA 553308
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ABOX 051566	- CNA 553002
ABOX 051567	- CNA 553403
ABOX 051569	- CNA 553347
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ABOX 051572	- CNA 553395
ABOX 051574	- CNA 553332
ABOX 051575	- CNA 553407
ABOX 051577	- CNA 553256
ABOX 051581	- CNA 553198
ABOX 051583	- CNA 553134
ABOX 051584	- CNA 553375
ABOX 051587	- CNA 553098
ABOX 051588	- CNA 553122
ABOX 051589	- CNA 553330
ABOX 051591	- CNA 553111
ABOX 051593	- CNA 553327
ABOX 051595	- CNA 553108
ABOX 051596	- CNA 553401
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ABOX 051611	- CNA 553234
ABOX 051612	- CNA 553097
ABOX 051615	- CNA 553138
ABOX 051616	- CNA 553329
ABOX 051617	- CNA 553185
ABOX 051618	- CNA 553059
ABOX 051620	- CNA 553120
ABOX 051622	- CNA 553262
ABOX 051623	- CNA 553227
ABOX 051624	- CNA 553228
ABOX 051625	- CNA 553016
ABOX 051629	- CNA 553373
ABOX 051630	- CNA 553291
ABOX 051633	- CNA 553009
ABOX 051635	- CNA 553008
ABOX 051638	- CNA 553173
ABOX 051648	- CNA 553069
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ABOX 051657	- CNA 553219
ABOX 051658	- CNA 553151

OLD NO.NEW NO.

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ABOX	051680	-	CNA	553131
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ABOX	051682	-	CNA	553247
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ABOX	051689	-	CNA	553153
ABOX	051691	-	CNA	553115
ABOX	051692	-	CNA	553357
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ABOX	051730	-	CNA	553020
ABOX	051732	-	CNA	553064
ABOX	051735	-	CNA	553374
ABOX	051737	-	CNA	553316
ABOX	051739	-	CNA	553277
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ABOX	051741	-	CNA	553367
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ABOX	051749	-	CNA	553333
ABOX	051750	-	CNA	553340
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ABOX	051753	-	CNA	553292
ABOX	051754	-	CNA	553124
ABOX	051756	-	CNA	553343
ABOX	051757	-	CNA	553263

<u>OLD NO.</u>		<u>NEW NO.</u>
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ABOX	051762	- CNA 553351
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ABOX	051767	- CNA 553037
ABOX	051768	- CNA 553003
ABOX	051770	- CNA 553352
ABOX	051772	- CNA 553220
ABOX	051773	- CNA 553172
ABOX	051776	- CNA 553414
ABOX	051777	- CNA 553087
ABOX	051778	- CNA 553281
ABOX	051780	- CNA 553215
ABOX	051781	- CNA 553354
ABOX	051782	- CNA 553017
ABOX	051783	- CNA 553060
ABOX	051784	- CNA 553309
ABOX	051785	- CNA 553010
ABOX	051786	- CNA 553128
ABOX	051788	- CNA 553040
ABOX	051790	- CNA 553299
ABOX	051793	- CNA 553324
ABOX	051794	- CNA 553024
ABOX	051795	- CNA 553302
ABOX	051796	- CNA 553310
ABOX	051799	- CNA 553156
ABOX	051800	- CNA 553325
ABOX	051801	- CNA 553267
ABOX	051802	- CNA 553157
ABOX	051805	- CNA 553107
ABOX	051807	- CNA 553246
ABOX	051811	- CNA 553289
ABOX	051812	- CNA 553045
ABOX	051813	- CNA 553032
ABOX	051815	- CNA 553388
		-



RAILBOX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

March 6, 1985

Honorable James H. Bayne
Secretary
Interstate Commerce Commission
Washington, DC 20427

Dear Mr. Bayne:

Submitted herewith for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder are an executed original and four verified true copies of each of the following documents:

1. Conditional Sale Agreement dated as of January 1, 1985 (the "CSA"), a primary document; and
2. A related Assignment Agreement (the "Assignment Agreement") dated as of January 1, 1985, a secondary document.

Certain of the parties to this transaction are as follows:

Railbox Company ("Railbox") - Vendor/Assignor
101 North Wacker Drive
Chicago, Illinois 60606

Canadian National Railways
("Canadian National") - Vendee
935 de La Gauchetiere West Street
Montreal, Quebec, Canada H3B 2M9

Mercantile Safe Deposit & Trust Company
("Mercantile") as Agents, ETC Trustees,
as Agent for the ETC Trustees and the
Agents and as Assignee
Two Hopkins Plaza
Baltimore, Maryland 21203

The CSA and the Assignment Agreement relate to certain agreements entered into by and among Railbox, Mercantile and certain other parties therein identified, as follows:

1. Railbox entered into seven separate equipment trust agreements with Mercantile providing for the acquisition

by Railbox of certain railroad boxcars from Mercantile, which equipment trust agreements have been filed and recorded with the Interstate Commerce Commission as follows:

<u>Agreement</u>	<u>Dates</u>	<u>Recordation No. & Date</u>
Equipment Trust, Series 1	3/1/78	9327, filed 4/17/78
Equipment Trust, Series 2	6/1/78	9597, filed 7/25/78
Equipment Trust, Series 3	7/1/78	9640, filed 8/14/78
Equipment Trust, Series 4	11/1/78	9947, filed 12/27/78
Equipment Trust, Series 5	6/1/79	10639, filed 7/18/79
Equipment Trust, Series 6A	3/1/80	11630, filed 4/07/80
Equipment Trust, Series 6B	3/1/80	11631, filed 4/07/80

2. Railbox, Mercantile and certain other parties identified therein entered into an Override and Security Agreement dated as of January 1, 1984 filed with the Interstate Commerce Commission on November 14, 1984, Recordation No. 14473.
3. Railbox, Mercantile and certain other parties identified therein entered into a Railbox Security Agreement dated as of January 1, 1984 filed with the Interstate Commerce Commission on November 14, 1984, Recordation No. 14474.

Pursuant to the terms of the CSA, Railbox has agreed to sell to Canadian National 1600, 50 foot, 6 inch, 70 ton capacity general service boxcars. Each of these boxcars is subject to security interests created by the applicable document referred to in paragraph 1, and the documents referred to in paragraphs 2 and 3 above. Pursuant to the Assignment Agreement, Railbox has agreed to assign, for security purposes, all of its rights, title and interest in, to and under the CSA to Mercantile and certain other parties identified in the Assignment Agreement.

Attached hereto as Schedule A is a statement of the car numbers for 1101 of the boxcars identified in the agreements referred to in paragraphs 1, 2 and 3 above (old numbers), together with a listing of the new road numbers applied thereto pursuant to Schedule B of the CSA. 499 additional boxcars, to be taken from certain of the agreements listed in paragraph 1 above, will be transferred, sold and renumbered in accordance with the terms of the CSA subsequent to the date hereof. When this process has been completed, amendments to the relevant agreements referred to in paragraphs 1, 2 and 3 above will be executed by the parties and will be submitted to the I.C.C. for filing and recording under 49 U.S.C. Section 11303(a).

James H. Bayne
March 6, 1985
Page 3

Please cross index the instant filings to and under the nine recordation numbers listed in paragraphs 1, 2 and 3 above, namely to and under the following recordation numbers:

9327
9597
9640
9947
10639
11630
11631
14473
14474

Enclosed is a check in the amount of \$100.00, \$10.00 of which covers the filing fee for the enclosed CSA and Assignment, and \$90.00 of which is for the nine requested cross-indexings. There have been no prior recordation numbers issued with respect to the CSA and the Assignment Agreement being filed.

A short summary of the CSA and the Assignment Agreement to appear in the Index is as follows:

"1600 50'6" 70 ton boxcars, new numbers CNA 419000-419599 and CNA 553000-553999, see Schedule A to transmittal letter for old numbers."

Once the filings have been made, please keep one copy of each document for your files and return to bearer the remaining stamped counterparts, together with the fee receipt, the letter from the I.C.C. acknowledging filing and four extra copies of this letter of transmittal.

Very truly yours,



T. D. Marion
Assistant Treasurer &
Director of Equipment Financing

TDM:kkt

SCHEDULE A

STATEMENT OF CAR NUMBERS

1101 50' 6" 70 Ton Boxcars

AAR MECHANICAL DESIGNATION XM

<u>OLD NO.</u>	<u>NEW NO.</u>
RBOX 035750	- CNA 419337
RBOX 035751	- CNA 419342
RBOX 035752	- CNA 419311
RBOX 035756	- CNA 419394
RBOX 035758	- CNA 419526
RBOX 035759	- CNA 419320
RBOX 035763	- CNA 419351
RBOX 035768	- CNA 419326
RBOX 035770	- CNA 419345
RBOX 035773	- CNA 419386
RBOX 035777	- CNA 419383
RBOX 035783	- CNA 419352
RBOX 035787	- CNA 419355
RBOX 035788	- CNA 419333
RBOX 035789	- CNA 419530
RBOX 035791	- CNA 419384
RBOX 035794	- CNA 419341
RBOX 035796	- CNA 419304
RBOX 035797	- CNA 419527
RBOX 035798	- CNA 419525
RBOX 035799	- CNA 419375
RBOX 035801	- CNA 419358
RBOX 035802	- CNA 419393
RBOX 035804	- CNA 419346
RBOX 035805	- CNA 419354
RBOX 035807	- CNA 419309
RBOX 035815	- CNA 419338
RBOX 035817	- CNA 419325
RBOX 035818	- CNA 419380
RBOX 035822	- CNA 419395
RBOX 035823	- CNA 419356
RBOX 035832	- CNA 419378
RBOX 035836	- CNA 419301
RBOX 035839	- CNA 419373

OLD NO.		NEW NO.
RBOX	035841	- CNA 419382
RBOX	035845	- CNA 419392
RBOX	035846	- CNA 419318
RBOX	035847	- CNA 419381
RBOX	035851	- CNA 419329
RBOX	035852	- CNA 419399
RBOX	035857	- CNA 419334
RBOX	035861	- CNA 419376
RBOX	035862	- CNA 419313
RBOX	035864	- CNA 419374
RBOX	035867	- CNA 419328
RBOX	035868	- CNA 419344
RBOX	035869	- CNA 419362
RBOX	035870	- CNA 419350
RBOX	035871	- CNA 419529
RBOX	035872	- CNA 419385
RBOX	035875	- CNA 419365
RBOX	035877	- CNA 419372
RBOX	035879	- CNA 419357
RBOX	035884	- CNA 419367
RBOX	035888	- CNA 419391
RBOX	035894	- CNA 419397
RBOX	035896	- CNA 419368
RBOX	035897	- CNA 419332
RBOX	035898	- CNA 419308
RBOX	035899	- CNA 419360
RBOX	035900	- CNA 419321
RBOX	035904	- CNA 419388
RBOX	035906	- CNA 419349
RBOX	035909	- CNA 419310
RBOX	035910	- CNA 419316
RBOX	035911	- CNA 419353
RBOX	035915	- CNA 419340
RBOX	035917	- CNA 419300
RBOX	035919	- CNA 419322
RBOX	035922	- CNA 419327
RBOX	035923	- CNA 419315
RBOX	035924	- CNA 419363
RBOX	035925	- CNA 419377
RBOX	035927	- CNA 419387
RBOX	035932	- CNA 419302
RBOX	035934	- CNA 419366
RBOX	035935	- CNA 419379
RBOX	035936	- CNA 419330
RBOX	035937	- CNA 419398
RBOX	035939	- CNA 419390
RBOX	035940	- CNA 419528
RBOX	035941	- CNA 419323
RBOX	035944	- CNA 419303
RBOX	035948	- CNA 419336
RBOX	035950	- CNA 419371

OLD NO.

NEW NO.

RBOX 035953	-CNA 419317
RBOX 035956	- CNA 419319
RBOX 035958	- CNA 419314
RBOX 035962	- CNA 419331
RBOX 035963	-CNA 419312
RBOX 035965	- CNA 419396
RBOX 035967	- CNA 419370
RBOX 035969	- CNA 419361
RBOX 035973	-CNA 419306
RBOX 035974	- CNA 419364
RBOX 035975	-CNA 419307
RBOX 035978	- CNA 419324
RBOX 035979	- CNA 419339
RBOX 035983	- CNA 419369
RBOX 035985	- CNA 419389
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RBOX 035993	- CNA 419347
RBOX 035995	-CNA 419305
RBOX 035996	- CNA 419335
RBOX 035997	- CNA 419348
RBOX 035999	- CNA 419343
XXXXXXXXXX	XXXXXXXXXX
XXXXXXXXXX	XXXXXXXXXX
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RBOX 037751	- CNA 419087
RBOX 037756	- CNA 419394
RBOX 037757	- CNA 419025
RBOX 037763	-CNA 419027
RBOX 037766	- CNA 419065
RBOX 037771	- CNA 419049
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RBOX 037778	- CNA 419057
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RBOX 037787	-CNA 419008
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RBOX 037795	- CNA 419047
RBOX 037803	- CNA 419041
RBOX 037806	- CNA 419063
RBOX 037814	- CNA 419054
RBOX 037816	- CNA 419060
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RBOX 037824	-CNA 419014
RBOX 037827	-CNA 419022
RBOX 037828	- CNA 419039
RBOX 037829	- CNA 419081
RBOX 037830	- CNA 419036
RBOX 037831	- CNA 419068

OLD NO.

NEW NO.

RBOX	037833	- CNA 419090
RBOX	037837	- CNA 419048
RBOX	037840	-CNA 419015
RBOX	037844	-CNA 419005
RBOX	037846	- CNA 419080
RBOX	037847	-CNA 419002
RBOX	037848	- CNA 419076
RBOX	037850	-CNA 419020
RBOX	037853	- CNA 419045
RBOX	037854	- CNA 419061
RBOX	037855	- CNA 419071
RBOX	037859	-CNA 419024
RBOX	037862	-CNA 419021
RBOX	037863	- CNA 419051
RBOX	037866	-CNA 419010
RBOX	037867	- CNA 419053
RBOX	037868	- CNA 419086
RBOX	037870	- CNA 419037
RBOX	037872	- CNA 419074
RBOX	037874	- CNA 419073
RBOX	037876	- CNA 419062
RBOX	037881	- CNA 419038
RBOX	037886	- CNA 419082
RBOX	037889	-CNA 419016
RBOX	037890	- CNA 419084
RBOX	037891	- CNA 419075
RBOX	037898	- CNA 419044
RBOX	037901	- CNA 419058
RBOX	037906	- CNA 419033
RBOX	037908	- CNA 419050
RBOX	037909	- CNA 419028
RBOX	037911	- CNA 419067
RBOX	037913	- CNA 419070
RBOX	037914	- CNA 419031
RBOX	037915	- CNA 419083
RBOX	037923	-CNA 419023
RBOX	037924	- CNA 419030
RBOX	037925	-CNA 419017
RBOX	037928	- CNA 419046
RBOX	037930	- CNA 419040
RBOX	037932	-CNA 419013
RBOX	037935	-CNA 419004
RBOX	037944	- CNA 419091
RBOX	037946	- CNA 419035
RBOX	037948	- CNA 419066
RBOX	037949	- CNA 419042
RBOX	037952	- CNA 419069
RBOX	037953	- CNA 419055
RBOX	037954	-CNA 419018
RBOX	037959	- CNA 419043
RBOX	037961	-CNA 419019

OLD NO.

NEW NO.

RBOX 037964	-CNA 419006
RBOX 037965	- CNA 419079
RBOX 037968	- CNA 419088
RBOX 037974	- CNA 419077
RBOX 037977	- CNA 419085
<u>RBOX 037978</u>	- CNA 419052
RBOX 037979	- CNA 419078
RBOX 037980	- CNA 419056
RBOX 037981	- CNA 419089
RBOX 037982	-CNA 419003
RBOX 037988	- CNA 419032
██████████	██████████
██████████	██████████
██████████	██████████
RBOX 040650	- CNA 419585
RBOX 040651	- CNA 419587
RBOX 040653	- CNA 419586
RBOX 040654	- CNA 419569
RBOX 040657	- CNA 419566
RBOX 040658	- CNA 419582
RBOX 040660	- CNA 419577
RBOX 040661	- CNA 419583
RBOX 040665	-CNA 419598
RBOX 040666	- CNA 419565
RBOX 040668	- CNA 419584
RBOX 040671	- CNA 419554
RBOX 040673	- CNA 419592
RBOX 040676	- CNA 419563
RBOX 040677	- CNA 419578
RBOX 040680	- CNA 419567
RBOX 040681	- CNA 419594
<u>RBOX 040682</u>	- CNA 419575
RBOX 040687	- CNA 419596
RBOX 040688	- CNA 419591
RBOX 040691	- CNA 419572
RBOX 040692	- CNA 419562
RBOX 040694	- CNA 419570
RBOX 040695	- CNA 419581
RBOX 040696	- CNA 419580
RBOX 040697	- CNA 419560
<u>RBOX 040701</u>	- CNA 419574
RBOX 040702	- CNA 419579
RBOX 040705	- CNA 419556
RBOX 040710	- CNA 419590
RBOX 040716	- CNA 419595
RBOX 040717	-CNA 419599
RBOX 040719	- CNA 419555
RBOX 040721	- CNA 419573
RBOX 040722	- CNA 419557
RBOX 040726	-CNA 419564
RBOX 040727	- CNA 419571

<u>OLD NO.</u>	<u>NEW NO.</u>
RBOX 040729	- CNA 419597
RBOX 040730	- CNA 419559
RBOX 040737	- CNA 419576
RBOX 040738	- CNA 419558
RBOX 040741	- CNA 419568
RBOX 040743	- CNA 419593
RBOX 040745	- CNA 419561
RBOX 040747	- CNA 419589
RBOX 040748	- CNA 419588
RBOX 040753	- CNA 419452
RBOX 040754	- CNA 419168
RBOX 040755	- CNA 419473
RBOX 040757	- CNA 419491
RBOX 040760	- CNA 419199
RBOX 040761	- CNA 419119
RBOX 040762	- CNA 419481
RBOX 040763	- CNA 419253
RBOX 040766	- CNA 419505
RBOX 040768	- CNA 419279
RBOX 040770	- CNA 419123
RBOX 040771	- CNA 419513
RBOX 040774	- CNA 419504
RBOX 040775	- CNA 419441
RBOX 040777	- CNA 419113
RBOX 040778	- CNA 419130
RBOX 040781	- CNA 419154
RBOX 040782	- CNA 419288
RBOX 040783	- CNA 419102
RBOX 040786	- CNA 419415
RBOX 040788	- CNA 419106
RBOX 040796	- CNA 419472
RBOX 040798	- CNA 419293
RBOX 040801	- CNA 419412
RBOX 040802	- CNA 419190
RBOX 040803	- CNA 419428
RBOX 040806	- CNA 419422
RBOX 040810	- CNA 419254
RBOX 040811	- CNA 419202
RBOX 040815	- CNA 419229
RBOX 040817	- CNA 419166
RBOX 040818	- CNA 419494
RBOX 040828	- CNA 419466
RBOX 040830	- CNA 419136
RBOX 040831	- CNA 419200
RBOX 040834	- CNA 419247
RBOX 040840	- CNA 419506
RBOX 040842	- CNA 419299
RBOX 040850	- CNA 419289
RBOX 040855	- CNA 419135
RBOX 040856	- CNA 419507
RBOX 040863	- CNA 419155

OLD NO.

NEW NO.

RBOX 040865	- CNA 419497
RBOX 040867	-CNA 419222
RBOX 040868	-CNA 419172
RBOX 040869	-CNA 419173
RBOX 040873	- CNA 419192
RBOX 040874	- CNA 419482
RBOX 040876	- CNA 419438
RBOX 040877	-CNA 419139
RBOX 040880	- CNA 419242
RBOX 040891	-CNA 419467
RBOX 040894	- CNA 419492
RBOX 040903	- CNA 419413
RBOX 040904	- CNA 419213
RBOX 040906	- CNA 419235
RBOX 040908	- CNA 419238
RBOX 040914	-CNA 419114
RBOX 040916	-CNA 419120
RBOX 040917	- CNA 419470
RBOX 040918	- CNA 419264
RBOX 040920	- CNA 419440
RBOX 040921	-CNA 419129
RBOX 040923	- CNA 419297
RBOX 040934	-CNA 419186
RBOX 040938	-CNA 419157
RBOX 040940	- CNA 419246
RBOX 040941	- CNA 419209
RBOX 040946	- CNA 419480
RBOX 040947	- CNA 419291
RBOX 040948	- CNA 419405
RBOX 040952	- CNA 419255
RBOX 040959	- CNA 419227
RBOX 040962	- CNA 419193
RBOX 040963	- CNA 419479
RBOX 040966	- CNA 419185
RBOX 040971	- CNA 419240
RBOX 040975	- CNA 419234
RBOX 040977	- CNA 419409
RBOX 040981	- CNA 419265
RBOX 040982	- CNA 419187
RBOX 040984	- CNA 419196
RBOX 040985	- CNA 419459
RBOX 040987	- CNA 419298
RBOX 040988	- CNA 419268
RBOX 040992	- CNA 419489
RBOX 040993	- CNA 419266
RBOX 040994	-CNA 419231
RBOX 040997	- CNA 419250
RBOX 040998	-CNA 419124
RBOX 041001	- CNA 419498
RBOX 041002	- CNA 419456
RBOX 041011	- CNA 419447

OLD NO.NEW NO.

RBOX	041012	- CNA 419180
RBOX	041020	- CNA 419443
RBOX	041021	- CNA 419218
RBOX	041022	- CNA 419503
RBOX	041026	- CNA 419134
RBOX	041030	- CNA 419434
RBOX	041033	- CNA 419437
RBOX	041036	- CNA 419181
RBOX	041037	- CNA 419469
RBOX	041040	- CNA 419465
RBOX	041044	- CNA 419141
RBOX	041045	- CNA 419159
RBOX	041049	- CNA 419263
RBOX	041050	- CNA 419410
RBOX	041052	- CNA 419248
RBOX	041056	- CNA 419445
RBOX	041063	- CNA 419138
RBOX	041065	- CNA 419182
RBOX	041069	- CNA 419431
RBOX	041071	- CNA 419145
RBOX	041076	- CNA 419490
RBOX	041077	- CNA 419485
RBOX	041079	- CNA 419107
RBOX	041082	- CNA 419105
RBOX	041084	- CNA 419408
RBOX	041085	- CNA 419509
RBOX	041086	- CNA 419175
RBOX	041088	- CNA 419152
RBOX	041089	- CNA 419450
RBOX	041092	- CNA 419286
RBOX	041095	- CNA 419430
RBOX	041096	- CNA 419160
RBOX	041098	- CNA 419103
RBOX	041101	- CNA 419400
RBOX	041107	- CNA 419219
RBOX	041108	- CNA 419502
RBOX	041109	- CNA 419164
RBOX	041110	- CNA 419401
RBOX	041112	- CNA 419178
RBOX	041120	- CNA 419161
RBOX	041124	- CNA 419179
RBOX	041129	- CNA 419131
RBOX	041132	- CNA 419109
RBOX	041133	- CNA 419140
RBOX	041137	- CNA 419128
RBOX	041138	- CNA 419206
RBOX	041139	- CNA 419148
RBOX	041141	- CNA 419223
RBOX	041143	- CNA 419436
RBOX	041148	- CNA 419488
RBOX	041149	- CNA 419429

<u>OLD NO.</u>	<u>NEW NO.</u>	
RBOX 041152	- CNA 419290	0
RBOX 041154	-CNA 419195	0
RBOX 041156	- CNA 419270	0
RBOX 041159	- CNA 419451	0
RBOX 041160	-CNA 419224	0
RBOX 041162	- CNA 419444	0
RBOX 041164	- CNA 419287	0
RBOX 041165	- CNA 419508	0
RBOX 041168	- CNA 419454	0
RBOX 041171	-CNA 419144	0
RBOX 041173	-CNA 419142	0
RBOX 041174	CNA 419174	0
RBOX 041177	- CNA 419284	0
RBOX 041183	- CNA 419464	0
RBOX 041186	-CNA 419149	0
RBOX 041187	- CNA 419262	0
RBOX 041189	- CNA 419478	0
RBOX 041193	-CNA 419108	0
RBOX 041197	- CNA 419457	0
RBOX 041199	- CNA 419220	0
RBOX 041201	- CNA 419252	0
RBOX 041204	-CNA 419125	0
RBOX 041207	- CNA 419420	0
RBOX 041208	- CNA 419216	0
RBOX 041209	- CNA 419462	0
RBOX 041212	--CNA 419133	0
RBOX 041213	- CNA 419251	0
RBOX 041217	- CNA 419184	0
RBOX 041219	- CNA 419188	0
RBOX 041221	- CNA 419512	0
RBOX 041223	-CNA 419111	0
RBOX 041227	-CNA 419132	0
RBOX 041228	-CNA 419228	0
RBOX 041232	- CNA 419295	0
RBOX 041233	-CNA 419163	0
RBOX 041234	- CNA 419217	0
RBOX 041242	- CNA 419243	0
RBOX 041246	- CNA 419232	0
RBOX 041247	- CNA 419257	0
RBOX 041248	-CNA 419170	0
RBOX 041249	-CNA 419162	0
RBOX 041251	-CNA 419201	0
RBOX 041256	- CNA 419239	0
RBOX 041260	- CNA 419215	0
RBOX 041264	- CNA 419474	0
RBOX 041265	- CNA 419277	0
RBOX 041268	- CNA 419296	0
RBOX 041271	- CNA 419446	0
RBOX 041272	- CNA 419414	0
RBOX 041274	- CNA 419411	0
RBOX 041278	-CNA 419146	0

OLD NO.		NEW NO.
RBOX	041279	- CNA 419425
RBOX	041281	- CNA 419121
RBOX	041284	- CNA 419259
RBOX	041285	- CNA 419158
RBOX	041287	- CNA 419225
RBOX	041288	- CNA 419143
RBOX	041290	- CNA 419500
RBOX	041293	- CNA 419261
RBOX	041294	- CNA 419126
RBOX	041295	- CNA 419230
RBOX	041296	- CNA 419244
RBOX	041297	- CNA 419511
RBOX	041300	- CNA 419197
RBOX	041301	- CNA 419206
RBOX	041302	- CNA 419460
RBOX	041303	- CNA 419236
RBOX	041304	- CNA 419496
RBOX	041307	- CNA 419427
RBOX	041308	- CNA 419237
RBOX	041313	- CNA 419115
RBOX	041315	- CNA 419424
RBOX	041317	- CNA 419151
RBOX	041320	- CNA 419418
RBOX	041322	- CNA 419449
RBOX	041324	- CNA 419156
RBOX	041325	- CNA 419241
RBOX	041326	- CNA 419285
RBOX	041329	- CNA 419439
RBOX	041330	- CNA 419499
RBOX	041336	- CNA 419260
RBOX	041338	- CNA 419448
RBOX	041344	- CNA 419292
RBOX	041347	- CNA 419419
RBOX	041348	- CNA 419272
RBOX	041353	- CNA 419442
RBOX	041354	- CNA 419421
RBOX	041362	- CNA 419194
RBOX	041365	- CNA 419176
RBOX	041366	- CNA 419212
RBOX	041367	- CNA 419402
RBOX	041368	- CNA 419226
RBOX	041371	- CNA 419514
RBOX	041373	- CNA 419487
RBOX	041376	- CNA 419211
RBOX	041382	- CNA 419198
RBOX	041383	- CNA 419203
RBOX	041391	- CNA 419191
RBOX	041392	- CNA 419189
RBOX	041399	- CNA 419153
RBOX	043451	- CNA 419278

OLD NO.	NEW NO.
RBOX 043452	- CNA 419104
RBOX 043455	- CNA 419204
RBOX 043457	- CNA 419249
RBOX 043460	- CNA 419458
RBOX 043464	- CNA 419483
RBOX 043465	- CNA 419476
RBOX 043466	- CNA 419477
RBOX 043470	- CNA 419207
RBOX 043471	- CNA 419455
RBOX 043472	- CNA 419233
RBOX 043474	- CNA 419283
RBOX 043475	- CNA 419274
RBOX 043477	- CNA 419404
RBOX 043478	- CNA 419433
RBOX 043480	- CNA 419137
RBOX 043485	- CNA 419468
RBOX 043487	- CNA 419210
RBOX 043491	- CNA 419426
RBOX 043494	- CNA 419294
RBOX 043501	- CNA 419171
RBOX 043504	- CNA 419258
RBOX 043507	- CNA 419471
RBOX 043509	- CNA 419205
RBOX 043512	- CNA 419177
RBOX 043515	- CNA 419484
RBOX 043517	- CNA 419407
RBOX 043519	- CNA 419214
RBOX 043522	- CNA 419110
RBOX 043531	- CNA 419267
RBOX 043533	- CNA 419112
RBOX 043534	- CNA 419406
RBOX 043876	- CNA 419403
RBOX 043877	- CNA 419118
RBOX 043880	- CNA 419271
RBOX 043881	- CNA 419495
RBOX 043882	- CNA 419167
RBOX 043883	- CNA 419221
RBOX 043885	- CNA 419493
RBOX 043886	- CNA 419150
RBOX 043894	- CNA 419275
RBOX 043895	- CNA 419501
RBOX 043899	- CNA 419515
RBOX 043904	- CNA 419435
RBOX 043905	- CNA 419280
RBOX 043906	- CNA 419453
RBOX 043907	- CNA 419127
RBOX 043909	- CNA 419282
RBOX 043911	- CNA 419273
RBOX 043913	- CNA 419417
RBOX 043914	- CNA 419281
RBOX 043915	- CNA 419116

<u>OLD NO.</u>	<u>NEW NO.</u>
RBOX 043918	- CNA 419147
RBOX 043919	- CNA 419475
RBOX 043920	- CNA 419423
RBOX 043921	- CNA 419269
RBOX 043923	- CNA 419486
RBOX 043924	- CNA 419432
RBOX 043925	- CNA 419276
RBOX 043928	- CNA 419510
RBOX 043931	- CNA 419416
RBOX 043932	- CNA 419245
RBOX 043933	- CNA 419165
RBOX 043936	- CNA 419463
RBOX 043938	- CNA 419461
RBOX 043942	- CNA 419183
RBOX 043944	- CNA 419122
RBOX 043947	- CNA 419169
RBOX 043949	- CNA 419256
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OLD NO.		NEW NO.	
ABOX	050160	-	CNA 553893
ABOX	050162	-	CNA 553971
ABOX	050164	-	CNA 553998
ABOX	050166	-	CNA 553980
ABOX	050168	-	CNA 553956
ABOX	050169	-	CNA 553988
ABOX	050170	-	CNA 553993
ABOX	050173	-	CNA 553920
ABOX	050175	-	CNA 553886
ABOX	050176	-	CNA 553948
ABOX	050177	-	CNA 553997
ABOX	050178	-	CNA 553934
ABOX	050180	-	CNA 553959
ABOX	050181	-	CNA 553957
ABOX	050187	-	CNA 553958
ABOX	050188	-	CNA 553882
ABOX	050190	-	CNA 553965
ABOX	050192	-	CNA 553975
ABOX	050193	-	CNA 553973
ABOX	050194	-	CNA 553922
ABOX	050196	-	CNA 553938
ABOX	050198	-	CNA 553916
ABOX	050199	-	CNA 553896
ABOX	050200	-	CNA 553880
ABOX	050201	-	CNA 553887
ABOX	050202	-	CNA 553903
ABOX	050203	-	CNA 553904
ABOX	050209	-	CNA 553939
ABOX	050210	-	CNA 553994
ABOX	050211	-	CNA 553908
ABOX	050212	-	CNA 553946
ABOX	050214	-	CNA 553989
ABOX	050215	-	CNA 553986
ABOX	050219	-	CNA 553991
ABOX	050221	-	CNA 553902
ABOX	050223	-	CNA 553947
ABOX	050225	-	CNA 553977
ABOX	050228	-	CNA 553944
ABOX	050229	-	CNA 553875
ABOX	050232	-	CNA 553884
ABOX	050233	-	CNA 553941
ABOX	050237	-	CNA 553919
ABOX	050238	-	CNA 553960
ABOX	050239	-	CNA 553917
ABOX	050240	-	CNA 553915
ABOX	050245	-	CNA 553898
ABOX	050247	-	CNA 553888
ABOX	050248	-	CNA 553972
ABOX	050250	-	CNA 553883
ABOX	050252	-	CNA 553943
ABOX	050254	-	CNA 553962

OLD NO.		NEW NO.	
ABOX	050256	-	CNA 553906
ABOX	050257	-	CNA 553929
ABOX	050258	-	CNA 553899
ABOX	050262	-	CNA 553926
ABOX	050265	-	CNA 553891
ABOX	050266	-	CNA 553881
ABOX	050268	-	CNA 553914
ABOX	050270	-	CNA 553995
ABOX	050271	-	CNA 553976
ABOX	050277	-	CNA 553987
ABOX	050278	-	CNA 553889
ABOX	050279	-	CNA 553936
ABOX	050280	-	CNA 553931
ABOX	050282	-	CNA 553897
ABOX	050284	-	CNA 553927
ABOX	050285	-	CNA 553907
ABOX	050286	-	CNA 553885
ABOX	050290	-	CNA 553935
ABOX	050293	-	CNA 553930
ABOX	050294	-	CNA 553940
ABOX	050295	-	CNA 553894
ABOX	050297	-	CNA 553924
ABOX	050298	-	CNA 553945
ABOX	050301	-	CNA 553879
ABOX	050305	-	CNA 553928
ABOX	050307	-	CNA 553910
ABOX	050310	-	CNA 553969
ABOX	050314	-	CNA 553901
ABOX	050316	-	CNA 553923
ABOX	050319	-	CNA 553966
ABOX	050322	-	CNA 553999
ABOX	050324	-	CNA 553918
ABOX	050325	-	CNA 553921
ABOX	050327	-	CNA 553877
ABOX	050328	-	CNA 553942
ABOX	050329	-	CNA 553890
ABOX	050330	-	CNA 553979
ABOX	050332	-	CNA 553932
ABOX	050333	-	CNA 553961
ABOX	050338	-	CNA 553974
ABOX	050339	-	CNA 553873
ABOX	050340	-	CNA 553912
ABOX	050341	-	CNA 553911
ABOX	050343	-	CNA 553874
ABOX	050345	-	CNA 553933
ABOX	050346	-	CNA 553981
ABOX	050347	-	CNA 553909
ABOX	050348	-	CNA 553992
ABOX	050354	-	CNA 553983
ABOX	050355	-	CNA 553963
ABOX	050357	-	CNA 553913

OLD NO.		NEW NO.
ABOX	050358	- CNA 553878
ABOX	050359	- CNA 553954
ABOX	050364	- CNA 553955
ABOX	050366	- CNA 553950
ABOX	050367	- CNA 553876
ABOX	050368	- CNA 553895
ABOX	050369	- CNA 553985
ABOX	050370	- CNA 553949
ABOX	050372	- CNA 553952
ABOX	050374	- CNA 553968
ABOX	050376	- CNA 553978
ABOX	050377	- CNA 553967
ABOX	050378	- CNA 553951
ABOX	050382	- CNA 553984
ABOX	050383	- CNA 553964
ABOX	050384	- CNA 553982
ABOX	050388	- CNA 553953
ABOX	050389	- CNA 553892
ABOX	050390	- CNA 553905
ABOX	050392	- CNA 553900
ABOX	050393	- CNA 553996
ABOX	050394	- CNA 553970
ABOX	050396	- CNA 553937
ABOX	050398	- CNA 553925
ABOX	050609	- CNA 553417
ABOX	050610	- CNA 553005
ABOX	050626	- CNA 553244
ABOX	050628	- CNA 553318
ABOX	050629	- CNA 553248
ABOX	050630	- CNA 553178
ABOX	050631	- CNA 553052
ABOX	050634	- CNA 553117
ABOX	050637	- CNA 553245
ABOX	050638	- CNA 553026
ABOX	050641	- CNA 553093
ABOX	050642	- CNA 553341
ABOX	050645	- CNA 553146
ABOX	050646	- CNA 553258
ABOX	050647	- CNA 553328
ABOX	050648	- CNA 553201
ABOX	050649	- CNA 553273
ABOX	050654	- CNA 553189
ABOX	050655	- CNA 553126
ABOX	050659	- CNA 553265
ABOX	050663	- CNA 553236
ABOX	050664	- CNA 553177
ABOX	050665	- CNA 553271
ABOX	050666	- CNA 553364
ABOX	050667	- CNA 553393
ABOX	050673	- CNA 553413
ABOX	050674	- CNA 553269

OLD NO.		NEW NO.	
ABOX	050676	-	CNA 553168
ABOX	050677	-	CNA 553031
ABOX	050678	-	CNA 553035
ABOX	050679	-	CNA 553284
ABOX	050680	-	CNA 553233
ABOX	050683	-	CNA 553276
ABOX	050689	-	CNA 553326
ABOX	050690	-	CNA 553306
ABOX	050691	-	CNA 553317
ABOX	050692	-	CNA 553369
ABOX	050693	-	CNA 553047
ABOX	050695	-	CNA 553221
ABOX	050697	-	CNA 553294
ABOX	050698	-	CNA 553303
ABOX	050703	-	CNA 553339
ABOX	050704	-	CNA 553162
ABOX	050705	-	CNA 553123
ABOX	050706	-	CNA 553014
ABOX	050707	-	CNA 553419
ABOX	050708	-	CNA 553209
ABOX	050709	-	CNA 553145
ABOX	050711	-	CNA 553385
ABOX	050712	-	CNA 553049
ABOX	050713	-	CNA 553214
ABOX	050714	-	CNA 553085
ABOX	050717	-	CNA 553095
ABOX	050721	-	CNA 553331
ABOX	050722	-	CNA 553382
ABOX	050724	-	CNA 553180
ABOX	050725	-	CNA 553164
ABOX	050729	-	CNA 553071
ABOX	050731	-	CNA 553386
ABOX	050732	-	CNA 553077
ABOX	050734	-	CNA 553283
ABOX	050735	-	CNA 553027
ABOX	050736	-	CNA 553366
ABOX	050738	-	CNA 553286
ABOX	050739	-	CNA 553404
ABOX	050740	-	CNA 553170
ABOX	050741	-	CNA 553203
ABOX	050744	-	CNA 553243
ABOX	050745	-	CNA 553250
ABOX	050746	-	CNA 553349
ABOX	050751	-	CNA 553038
ABOX	050755	-	CNA 553396
ABOX	050757	-	CNA 553182
ABOX	050759	-	CNA 553056
ABOX	050761	-	CNA 553290
ABOX	050764	-	CNA 553313
ABOX	050766	-	CNA 553012
ABOX	050767	-	CNA 553110

OLD NO.

NEW NO.

ABOX	050768	-	CNA	553183
ABOX	050769	-	CNA	553266
ABOX	050771	-	CNA	553361
ABOX	050772	-	CNA	553261
ABOX	050773	-	CNA	553075
ABOX	050775	-	CNA	553169
ABOX	050776	-	CNA	553089
ABOX	050777	-	CNA	553113
ABOX	050780	-	CNA	553036
ABOX	050781	-	CNA	553194
ABOX	050782	-	CNA	553129
ABOX	050785	-	CNA	553030
ABOX	050787	-	CNA	553064
ABOX	050789	-	CNA	553272
ABOX	050793	-	CNA	553251
ABOX	050794	-	CNA	553074
ABOX	050795	-	CNA	553402
ABOX	050797	-	CNA	553408
ABOX	050799	-	CNA	553216
ABOX	050802	-	CNA	553160
ABOX	050803	-	CNA	553229
ABOX	050804	-	CNA	553296
ABOX	050806	-	CNA	553378
ABOX	050807	-	CNA	553222
ABOX	050808	-	CNA	553105
ABOX	050809	-	CNA	553100
ABOX	050810	-	CNA	553268
ABOX	050811	-	CNA	553148
ABOX	050816	-	CNA	553398
ABOX	050860	-	CNA	553344
ABOX	050868	-	CNA	553416
ABOX	050874	-	CNA	553174
ABOX	050875	-	CNA	553022
ABOX	050879	-	CNA	553315
ABOX	050882	-	CNA	553091
ABOX	050883	-	CNA	553304
ABOX	050884	-	CNA	553412
ABOX	050885	-	CNA	553023
ABOX	050887	-	CNA	553323
ABOX	050889	-	CNA	553278
ABOX	050891	-	CNA	553048
ABOX	050892	-	CNA	553079
ABOX	050893	-	CNA	553094
ABOX	050897	-	CNA	553392
ABOX	050900	-	CNA	553193
ABOX	050901	-	CNA	553336
ABOX	050902	-	CNA	553072
ABOX	050903	-	CNA	553279
ABOX	050909	-	CNA	553363
ABOX	050910	-	CNA	553196
ABOX	050914	-	CNA	553312

OLD NO.	NEW NO.
ABOX 050917	- CNA 553054
ABOX 050918	- CNA 553226
ABOX 050919	- CNA 553176
ABOX 050920	- CNA 553314
ABOX 050923	- CNA 553418
ABOX 050924	- CNA 553257
ABOX 050925	- CNA 553383
ABOX 050926	- CNA 553213
ABOX 050928	- CNA 553028
ABOX 050929	- CNA 553274
ABOX 050930	- CNA 553322
ABOX 050931	- CNA 553300
ABOX 050935	- CNA 553202
ABOX 050936	- CNA 553127
ABOX 050937	- CNA 553092
ABOX 050938	- CNA 553255
ABOX 050941	- CNA 553371
ABOX 050943	- CNA 553285
ABOX 050944	- CNA 553353
ABOX 050946	- CNA 553280
ABOX 050948	- CNA 553102
ABOX 050949	- CNA 553399
ABOX 050950	- CNA 553103
ABOX 050951	- CNA 553063
ABOX 050952	- CNA 553114
ABOX 050955	- CNA 553139
ABOX 050956	- CNA 553238
ABOX 050957	- CNA 553096
ABOX 050958	- CNA 553188
ABOX 050960	- CNA 553135
ABOX 050961	- CNA 553253
ABOX 050962	- CNA 553390
ABOX 050963	- CNA 553141
ABOX 050966	- CNA 553337
ABOX 050970	- CNA 553346
ABOX 050971	- CNA 553249
ABOX 050974	- CNA 553175
ABOX 050975	- CNA 553080
ABOX 050976	- CNA 553136
ABOX 050979	- CNA 553067
ABOX 050981	- CNA 553152
ABOX 050982	- CNA 553411
ABOX 050984	- CNA 553199
ABOX 050985	- CNA 553335
ABOX 050986	- CNA 553155
ABOX 050987	- CNA 553204
ABOX 050989	- CNA 553133
ABOX 050991	- CNA 553166
ABOX 050992	- CNA 553384
ABOX 050993	- CNA 553218
ABOX 050998	- CNA 553307

<u>OLD NO.</u>		<u>NEW NO.</u>
ABOX	050999	- CNA 553990
ABOX	051401	- CNA 553044
ABOX	051404	- CNA 553348
ABOX	051405	- CNA 553217
ABOX	051406	- CNA 553167
ABOX	051407	- CNA 553223
ABOX	051408	- CNA 553237
ABOX	051409	- CNA 553034
ABOX	051412	- CNA 553409
ABOX	051414	- CNA 553081
ABOX	051416	- CNA 553147
ABOX	051420	- CNA 553381
ABOX	051421	- CNA 553205
ABOX	051422	- CNA 553143
ABOX	051423	- CNA 553389
ABOX	051425	- CNA 553380
ABOX	051426	- CNA 553062
ABOX	051427	- CNA 553132
ABOX	051428	- CNA 553195
ABOX	051432	- CNA 553039
ABOX	051435	- CNA 553254
ABOX	051436	- CNA 553362
ABOX	051438	- CNA 553053
ABOX	051439	- CNA 553356
ABOX	051441	- CNA 553088
ABOX	051443	- CNA 553338
ABOX	051444	- CNA 553235
ABOX	051445	- CNA 553239
ABOX	051446	- CNA 553159
ABOX	051449	- CNA 553130
ABOX	051450	- CNA 553142
ABOX	051451	- CNA 553370
ABOX	051452	- CNA 553311
ABOX	051454	- CNA 553058
ABOX	051455	- CNA 553164
ABOX	051457	- CNA 553301
ABOX	051459	- CNA 553206
ABOX	051461	- CNA 553116
ABOX	051463	- CNA 553360
ABOX	051464	- CNA 553298
ABOX	051465	- CNA 553125
ABOX	051468	- CNA 553342
ABOX	051469	- CNA 553394
ABOX	051471	- CNA 553158
ABOX	051472	- CNA 553025
ABOX	051473	- CNA 553406
ABOX	051475	- CNA 553365
ABOX	051477	- CNA 553190
ABOX	051480	- CNA 553086
ABOX	051482	- CNA 553359
ABOX	051485	- CNA 553066

OLD NO.		NEW NO.	
ABOX	051486	-	CNA 553241
ABOX	051488	-	CNA 553150
ABOX	051489	-	CNA 553171
ABOX	051490	-	CNA 553119
ABOX	051491	-	CNA 553029
ABOX	051494	-	CNA 553001
ABOX	051495	-	CNA 553358
ABOX	051497	-	CNA 553252
ABOX	051499	-	CNA 553104
ABOX	051500	-	CNA 553021
ABOX	051502	-	CNA 553101
ABOX	051505	-	CNA 553154
ABOX	051508	-	CNA 553042
ABOX	051509	-	CNA 553231
ABOX	051511	-	CNA 553240
ABOX	051513	-	CNA 553070
ABOX	051514	-	CNA 553232
ABOX	051515	-	CNA 553287
ABOX	051516	-	CNA 553264
ABOX	051517	-	CNA 553334
ABOX	051518	-	CNA 553099
ABOX	051519	-	CNA 553015
ABOX	051520	-	CNA 553065
ABOX	051521	-	CNA 553181
ABOX	051522	-	CNA 553000
ABOX	051524	-	CNA 553397
ABOX	051525	-	CNA 553282
ABOX	051528	-	CNA 553208
ABOX	051529	-	CNA 553004
ABOX	051530	-	CNA 553006
ABOX	051531	-	CNA 553013
ABOX	051532	-	CNA 553270
ABOX	051533	-	CNA 553149
ABOX	051534	-	CNA 553305
ABOX	051535	-	CNA 553018
ABOX	051539	-	CNA 553230
ABOX	051540	-	CNA 553112
ABOX	051541	-	CNA 553320
ABOX	051542	-	CNA 553400
ABOX	051544	-	CNA 553019
ABOX	051545	-	CNA 553055
ABOX	051546	-	CNA 553137
ABOX	051547	-	CNA 553033
ABOX	051548	-	CNA 553410
ABOX	051549	-	CNA 553068
ABOX	051551	-	CNA 553297
ABOX	051553	-	CNA 553051
ABOX	051555	-	CNA 553259
ABOX	051556	-	CNA 553368
ABOX	051557	-	CNA 553011
ABOX	051560	-	CNA 553109

OLD NO.		NEW NO.	
ABOX	051561	-	CNA 553224
ABOX	051562	-	CNA 553319
ABOX	051563	-	CNA 553041
ABOX	051564	-	CNA 553308
ABOX	051565	-	CNA 553073
ABOX	051566	-	CNA 553002
ABOX	051567	-	CNA 553403
ABOX	051569	-	CNA 553347
ABOX	051570	-	CNA 553295
ABOX	051572	-	CNA 553395
ABOX	051574	-	CNA 553332
ABOX	051575	-	CNA 553407
ABOX	051577	-	CNA 553256
ABOX	051581	-	CNA 553198
ABOX	051583	-	CNA 553134
ABOX	051584	-	CNA 553375
ABOX	051587	-	CNA 553098
ABOX	051588	-	CNA 553122
ABOX	051589	-	CNA 553330
ABOX	051591	-	CNA 553111
ABOX	051593	-	CNA 553327
ABOX	051595	-	CNA 553108
ABOX	051596	-	CNA 553401
ABOX	051599	-	CNA 553179
ABOX	051601	-	CNA 553212
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ABOX	051603	-	CNA 553225
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ABOX	051609	-	CNA 553161
ABOX	051610	-	CNA 553372
ABOX	051611	-	CNA 553234
ABOX	051612	-	CNA 553097
ABOX	051615	-	CNA 553138
ABOX	051616	-	CNA 553329
ABOX	051617	-	CNA 553185
ABOX	051618	-	CNA 553059
ABOX	051620	-	CNA 553120
ABOX	051622	-	CNA 553262
ABOX	051623	-	CNA 553227
ABOX	051624	-	CNA 553228
ABOX	051625	-	CNA 553016
ABOX	051629	-	CNA 553373
ABOX	051630	-	CNA 553291
ABOX	051633	-	CNA 553009
ABOX	051635	-	CNA 553008
ABOX	051638	-	CNA 553173
ABOX	051648	-	CNA 553069
ABOX	051649	-	CNA 553076
ABOX	051653	-	CNA 553186
ABOX	051657	-	CNA 553219
ABOX	051658	-	CNA 553151

<u>OLD NO.</u>		<u>NEW NO.</u>
ABOX	051661	- CNA 553106
ABOX	051664	- CNA 553275
ABOX	051665	- CNA 553165
ABOX	051667	- CNA 553007
ABOX	051670	- CNA 553046
ABOX	051671	- CNA 553242
ABOX	051675	- CNA 553387
ABOX	051678	- CNA 553288
ABOX	051680	- CNA 553131
ABOX	051681	- CNA 553197
ABOX	051682	- CNA 553247
ABOX	051683	- CNA 553420
ABOX	051689	- CNA 553153
ABOX	051691	- CNA 553115
ABOX	051692	- CNA 553357
ABOX	051693	- CNA 553144
ABOX	051694	- CNA 553200
ABOX	051695	- CNA 553211
ABOX	051696	- CNA 553376
ABOX	051700	- CNA 553377
ABOX	051701	- CNA 553118
ABOX	051702	- CNA 553043
ABOX	051706	- CNA 553121
ABOX	051707	- CNA 553163
ABOX	051709	- CNA 553082
ABOX	051715	- CNA 553350
ABOX	051718	- CNA 553083
ABOX	051719	- CNA 553293
ABOX	051721	- CNA 553207
ABOX	051722	- CNA 553321
ABOX	051723	- CNA 553187
ABOX	051726	- CNA 553090
ABOX	051727	- CNA 553210
ABOX	051729	- CNA 553061
ABOX	051730	- CNA 553020
ABOX	051732	- CNA 553064
ABOX	051735	- CNA 553374
ABOX	051737	- CNA 553316
ABOX	051739	- CNA 553277
ABOX	051740	- CNA 553050
ABOX	051741	- CNA 553367
ABOX	051744	- CNA 553405
ABOX	051748	- CNA 553345
ABOX	051749	- CNA 553333
ABOX	051750	- CNA 553340
ABOX	051751	- CNA 553078
ABOX	051752	- CNA 553191
ABOX	051753	- CNA 553292
ABOX	051754	- CNA 553124
ABOX	051756	- CNA 553343
ABOX	051757	- CNA 553263

OLD NO.		NEW NO.
ABOX	051758	- CNA 553140
ABOX	051760	- CNA 553391
ABOX	051762	- CNA 553351
ABOX	051764	- CNA 553260
ABOX	051765	- CNA 553192
ABOX	051767	- CNA 553037
ABOX	051768	- CNA 553003
ABOX	051770	- CNA 553352
ABOX	051772	- CNA 553220
ABOX	051773	- CNA 553172
ABOX	051776	- CNA 553414
ABOX	051777	- CNA 553087
ABOX	051778	- CNA 553281
ABOX	051780	- CNA 553215
ABOX	051781	- CNA 553354
ABOX	051782	- CNA 553017
ABOX	051783	- CNA 553060
ABOX	051784	- CNA 553309
ABOX	051785	- CNA 553010
ABOX	051786	- CNA 553128
ABOX	051788	- CNA 553040
ABOX	051790	- CNA 553299
ABOX	051793	- CNA 553324
ABOX	051794	- CNA 553024
ABOX	051795	- CNA 553302
ABOX	051796	- CNA 553310
ABOX	051799	- CNA 553156
ABOX	051800	- CNA 553325
ABOX	051801	- CNA 553267
ABOX	051802	- CNA 553157
ABOX	051805	- CNA 553107
ABOX	051807	- CNA 553246
ABOX	051811	- CNA 553289
ABOX	051812	- CNA 553045
ABOX	051813	- CNA 553032
ABOX	051815	- CNA 553388
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